STANDARD TERMS AND CONDITIONS OF PURCHASE

1. APPLICATION

1.1 These Standard Terms and Conditions of Purchase ("**STCP**") are deemed to be incorporated into each Purchase Order issued by Interplex. Where Interplex Group and Supplier have entered into a separate purchasing agreement in relation to the relevant Products and/or Services, the provisions of such separate purchasing agreement shall apply and the STCP shall be of no effect. Where there is no separate purchasing agreement in force between Interplex Group and Supplier, each Purchase Order shall be subject to the terms and conditions set out in the STCP.

1.2 Interplex submits the Purchase Order on condition that the Purchase Order and STCP are accepted in their entirety, and Interplex expressly rejects any provisions that are different from or additional to those contained in the Purchase Order or the STCP (whether such provisions are contained in any bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance, or other written or oral communication), and such different or additional provisions shall not form a part of the Purchase Order or the STCP. The foregoing shall apply regardless of whether Supplier makes its bid, proposal, price list, quotation, invoice, confirmation, acknowledgement or acceptance of the Purchase Order conditional upon Interplex's acceptance of such different or additional provisions. If the Purchase Order is construed as an acceptance of Supplier's offer to sell, Interplex's acceptance shall be conditional upon (a) Supplier's full and unconditional acceptance of any different or additional terms contained in the Purchase Order and the STCP, and (b) Interplex's rejection of Supplier's terms and conditions (whether such provisions are contained in any bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance, or other written or oral communication). Interplex's failure to expressly object to any provisions in Supplier's documentation shall not constitute a waiver by Interplex and shall not be otherwise be deemed as Interplex's acceptance of any such provisions in Supplier's documentation.

1.3 When Supplier (a) signs and returns a copy of the Purchase Order, or returns Supplier's own form of confirmation, invoice, acceptance or acknowledgement, (b) delivers the Products, or (c) starts performing any Services, Supplier shall be deemed to (i) accept in whole the provisions of the Purchase Order and the STCP, and (ii) waive Supplier's own terms and conditions in their entirety (whether such terms and conditions are contained in Supplier's bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance, or other written or oral communication). The Purchase Order, together with the STCP and all other documents attached to or expressly incorporated by reference in the Purchase Order and the STCP, shall constitute the entire agreement between Interplex and Supplier with respect to the Products and/or Services, and shall form a legally binding contract between Interplex and Supplier (this "**Agreement**").

1.4 The STCP shall not be modified in any way by course of performance, course of dealing, trade custom or usage. No amendment, modification, addition or waiver in respect of the provisions of the Purchase Order shall be effective unless it is made in writing and executed by Interplex.

1.5 If there is any conflict, inconsistency or discrepancy between the provisions of the Purchase Order and the STCP, the terms in the Purchase Order shall prevail insofar as such provisions relate to product description, pricing, payment, quantity, delivery location, delivery schedule, Incoterms, product warranty period, and packing requirements. In all other cases, the provisions of the STCP shall prevail.

1.6 All fees, costs and expenses incurred by Supplier in preparing and submitting any quotation, bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance or other documentation relating to this Agreement shall be borne by Supplier, and Interplex shall not be liable to pay or reimburse Supplier for any such fees, costs and expenses.

2. DEFINITIONS

"**Affiliate(s)**" shall mean, with respect to a Party, any entity which now or hereafter is directly or indirectly Controlling or Controlled by or under direct or indirect common Control with a Party;

"**Agreement**" shall mean the legally binding contract formed between Interplex and Supplier as defined in Clause 1.4;

"**Applicable Sanctions**" shall bear the meaning ascribed to it in Clause 16.1;

"**Control**" shall mean: (a) possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a party, whether by contract, trust or otherwise; or (b) direct or indirect ownership of more than fifty percent (50%) of the voting rights of the said party;

"**Epidemic Failure**" shall mean any failure of the same or related Products which are subject to one or more of the following conditions: (a) the same or similar defect at a rate of one percent (1%) or more in any given sixty (60)-day period; (b) the same or similar defect at a rate of one percent (1%) or more of total order quantity under one or more Purchase Order(s); (c) subject to any Product recalls or the Products are shown to have any potential safety defect, safety hazard or other condition that requires or would make advisable a recall of such Products; (d) 0-km or zero-mileage failure rate at the assembly plant or manufacturing site; or (e) any other Product failure that causes or is expected to cause material disruption or cessation of Interplex Group's production line;

"**Export Control Laws**" shall bear the meaning ascribed to it in Clause 16.2;

"**Indemnified Parties**" shall bear the meaning ascribed to it in Clause 13.1;

"**Interplex**" shall mean the purchasing Affiliate(s) of Interplex Precision Group Pte. Ltd., as identified in the Purchase Order;

"**Interplex Group**" shall mean Interplex and/or its Affiliate(s);

"**Losses**" shall mean all losses, liabilities, claims, demands, damages, suits, actions, legal or administrative proceedings, judgments, costs and expenses (including attorney's fees) of any kind or nature, including but not limited to lost profits, lost revenue, lost business opportunities, lost data, anticipated savings and any other indirect, incidental, special, consequential or punitive damages or losses;

"**Non-Conforming Products**" shall bear the meaning ascribed to it in Clause 11.1;

"**Party**" shall mean either Interplex or Supplier, and "**Parties**" shall mean Interplex and Supplier collectively;

"**Products**" shall mean both tangible and intangible goods (including any software, related documentation and packaging, as applicable) under the Purchase Order and, where appropriate, shall be deemed to include Services;

"**Purchase Order**" shall mean any written or electronic purchase order or service order for any Products and/or Services issued by Interplex to Supplier;

"**Representatives**" shall mean, with respect to an entity, its directors, officers, employees, subcontractors, consultants and professional advisers;

"**Services**" shall mean the services to be performed by Supplier for Interplex under the Purchase Order;

"**Supplier**" shall mean the entity identified as the supplier or seller in the Purchase Order;

"**Supplier Group**" shall mean Supplier and/or its Affiliates;

"**Supplier Warranties**" shall bear the meaning ascribed to it in Clause 9.2; and

"**Warranty Period**" shall bear the meaning ascribed to it in Clause 9.3.

3. TIME OF THE ESSENCE

3.1 Time and quantity are of the essence in this Agreement. The delivery terms (including the delivery date and applicable Incoterm) of any Products and/or Services shall be indicated in the Purchase Order.

3.2 Supplier shall notify Interplex in writing immediately without delay (and in any event no later than twenty-four (24) hours) after Supplier first becomes aware of any prospective or actual event, occurrence or circumstance that could result in any impediment, delay, failure or default in Supplier's delivery of any Products and/or performance of any Services, such event, occurrence or circumstance including but not limited to any disruption or discontinuity in the supply of materials, governmental regulations, export controls and labour disputes. Notwithstanding the above, Supplier shall take all reasonable measures at Supplier's own cost and expense to expedite delivery of the Products and/or performance of the Services. Where the specified mode of transportation would not allow Supplier to meet the stipulated delivery date(s), Supplier shall arrange for the affected Products to be shipped by expedited means acceptable to both Parties, and Supplier shall bear all resulting freight and other costs.

3.3 If delivery or performance is not effected within the time prescribed in the Purchase Order, Interplex may, in addition to all other rights and remedies available to it under this Agreement (including but not limited to Clause 11 (Non-Conforming Products or Services)) or the applicable law: (a) cancel the Purchase Order; (b) purchase the Products from a third party and/or retain substitute performance of the Services by a third party; and/or (c) charge Supplier for any Losses arising from or in connection with Supplier's default.

4. DELIVERY, PACKAGING & TRANSPORTATION

4.1 Unless a different Incoterm is indicated in the Purchase Order, all Products shall be delivered in accordance with DDP (Incoterms 2020) for domestic delivery and DAP (Incoterms 2020) for international delivery. The final destination shall be determined by Interplex and set out in the Purchase Order.

4.2 Supplier shall carry out delivery of the Products in accordance with the applicable Incoterm as set out in Clause 4.1, but Interplex's receipt of such delivery (including the signing of any delivery slip by Interplex's Representative) shall not constitute acceptance of the Products.

4.3 Where applicable, Supplier shall, concurrently with delivery of the Products, provide Interplex with copies of all necessary licences and compliance certificates. Each delivery shall include a packing list containing all relevant information, including the following (as applicable): (a) Purchase Order number; (b) Interplex part number; (c) quantity of Products shipped; and (d) shipment date.

4.4 Unless otherwise agreed in writing or indicated in the Purchase Order, Supplier shall not make any partial or early delivery. Interplex reserves the right to reject any delivery that does not comply with the agreed delivery, quantity and/or packaging terms (including the manner and time of delivery, delivery lot size and packaging requirements, as applicable). Interplex shall not be liable for any costs and expenses incurred by Supplier arising from or in connection with the production, installation, assembly or any other work relating to the Products prior to delivery in accordance with this Agreement.

4.5 Supplier shall pack and secure the Products properly in accordance with Interplex's instructions and sound commercial practices, as well as any applicable laws, regulations, rules, industry standards and guidelines, to prevent damage or degradation during transportation, ensure that the Products can be delivered to their destination in good and safe condition, and facilitate safe and efficient unloading, handling and storage. Supplier shall provide packaging with all necessary protective measures (including, where applicable, packaging suitable for long-distance transportation, rough load, and protection against shock, moisture and rust). In addition, Supplier shall use commercially reasonable efforts to use packaging materials that minimise environmental impact and degradation (including the use of recyclable and biodegradable materials). Supplier shall provide sufficient advance notice in

writing to Interplex of all non-standard, special or exceptional requirements (if any) relating to the proper and safe transportation, storage and unloading of the Products (including, where applicable, weight, size, dimensions, temperature and humidity requirements). All costs of packaging shall be borne by Supplier and are deemed to be included in the stated price of the Products.

4.6 Notwithstanding the application of the relevant Incoterm(s) in accordance with Clause 4.1, Supplier shall be fully liable and responsible for (a) any Losses arising from or in connection with its failure to properly preserve or handle the Products until the point of delivery per the applicable Incoterm and (b) any rust or any other forms of damage to the Products arising from or in connection with defective, improper or inadequate packaging. Interplex shall not be required to assert any claims for such Losses against the common carrier involved. The provisions of Clause 3 (Time of the Essence) shall apply with respect to any delay in delivery due to any replacement or repair of such damaged Products.

4.7 Supplier shall comply with Interplex's instructions, if any, with respect to the marking and labelling of shipping containers and packages with all relevant freight/shipping details. Supplier shall place appropriate warning markings on the exterior package if special handling procedures are required.

4.8 Unless otherwise agreed in writing between the Parties, Interplex shall have the right to reschedule delivery of Products at any time prior to delivery.

4.9 Any design, installation, assembly or other services relating to the Products to be performed by Supplier shall be subject to the provisions of Clause 6 (Performance of Services).

5. CHANGES

5.1 Interplex has the right to request changes to the terms of the Purchase Order (including but not limited to changes to the technical standards and requirements, drawings, specifications, quantity, packaging and delivery terms) before delivery of the Products. If Supplier reasonably determines that such changes will affect the cost or time of production or impact the delivery schedule, Supplier shall provide written notice to Interplex within three (3) business days after receiving Interplex's change notice, failing which Supplier shall be deemed to have unconditionally accepted the terms stated in Interplex's change notice. Supplier's written notice shall include a detailed analysis of any change in costs and production time, and any anticipated impact to the delivery schedule, as applicable. The Parties may negotiate a written amendment of the Purchase Order, effective when signed by both Parties, which may include an increase in price commensurate with the increase in Supplier's costs directly caused by the proposed changes.

5.2 Supplier shall not, without the prior written consent of Interplex, make any changes affecting the Products and/or Services, including but not limited to any process or design changes, changes to manufacturing processes (including geographic location), changes affecting the electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality (including Interplex Group's quality control processes) of the Products.

5.3 If Supplier intends to discontinue any Product or make any Product obsolete, Supplier shall provide Interplex with written notice of at least twelve (12) months prior to the date of the last Purchase Order, such written notice to include the Interplex product/part number, substitutions, last Purchase Order and shipment dates.

6. PERFORMANCE OF SERVICES

6.1 Supplier shall provide all appropriately skilled, qualified, competent and experienced personnel, and all systems, equipment, processes and resources necessary for performance of the Services with reasonable care and skill and in a professional and workmanlike manner, in accordance with the specifications set out in the Purchase Order and the terms of this Agreement. Supplier shall comply with any reasonable written directions given by Interplex and shall cooperate with Interplex Group's Representatives as reasonably requested by Interplex for the performance of the Services.

6.2 Supplier shall comply with all applicable laws, regulations, rules, industry standards and guidelines during its performance of the Services. Where required under the applicable laws, regulations, rules, industry standards and guidelines, Supplier shall procure and maintain such licences, permits, approvals or other authorisations as may be necessary for its provision of the Services to Interplex.

6.3 If the Services are not performed by the date(s) specified in the Purchase Order or within the time periods prescribed under this Agreement, without prejudice to any other right or remedy available to Interplex under this Agreement or at law: (a) Interplex may require Supplier to perform the Services in accordance with the specifications set out in the Purchase Order; or (b) Interplex may itself perform the Services (or procure a third party to perform the Services), and Supplier shall be fully liable for all costs and expenses incurred by Interplex in doing so.

6.4 The provisions of Clause 23.2 shall apply if Supplier engages any subcontractor to perform all or part of the Services.

6.5 Only express written confirmation by Interplex shall constitute acceptance of any Services performed by Supplier.

7. INSPECTION, TESTING & REJECTION OF PRODUCTS

7.1 Any inspection or testing of, or payment for, the Products, by or on behalf of Interplex, shall not constitute acceptance of such Products. Only express written confirmation by Interplex shall constitute acceptance of the Products delivered by Supplier. Such inspection, testing, payment and/or acceptance shall not, however, release Supplier from any of its representations, warranties, undertakings or obligations under this Agreement.

7.2 Interplex may, at any time, inspect the Products and/or the manufacturing process for the Products. If any inspection

or testing is carried out at Supplier's premises, Supplier shall provide such assistance and access to Supplier's facilities as may be reasonably necessary for the safety and convenience of Interplex's Representatives who are attending the inspection or testing.

7.3 If Interplex rejects any of the Products and/or Services, Interplex shall notify Supplier of such rejection within a reasonable period after Interplex becomes aware of any defect or non-conforming Products and/or Services, and the provisions of Clause 11 (Non-Conforming Products or Services) shall apply. Within fourteen (14) days after receiving any rejection notice, Supplier shall collect the Products from Interplex's site at its own cost and expense and/or re-perform the Services in accordance with Interplex's instructions, as the case may be. If Supplier fails to collect the rejected Products within the prescribed time, Interplex may, without prejudice to any other right or remedy available to Interplex under this Agreement or at law: (a) arrange for the rejected Products to be delivered to Supplier at the Supplier's cost and expense; or (b) with Supplier's prior consent, destroy the rejected Products. Supplier shall reimburse Interplex in full for any prepaid amounts for the rejected Products and/or Services, and Interplex shall not have any payment liability in respect of the rejected Products and/or Services.

7.4 If, as a result of sampling during an inspection, any portion of a lot or shipment of like or similar Products are found not to conform with the specifications set out in the Purchase Order or the requirements under this Agreement, Interplex may, at its sole discretion and option: (a) reject and return the entire lot or shipment without further inspection, and the provisions of Clause 11 (Non-Conforming Products or Services) shall apply; or (b) upon completion of inspection of all Product units within that lot or shipment, reject and return the Non-Conforming Product units (or accept them at a reduced price), the costs and expenses of such inspection to be borne in full by Supplier.

8. PRICING, INVOICING & PAYMENT

8.1 Unless provided otherwise in the Purchase Order, title in the Products shall pass to Interplex at the time of transfer of risk pursuant to the applicable Incoterm.

8.2 All prices stated in the Purchase Order shall be fixed prices and such prices shall remain fixed until completion of delivery of all Products and/or performance of all Services under the relevant Purchase Order. Licence fees, if any, shall be included within the contract price of the Products and/or Services.

8.3 If the price is not stated in the Purchase Order, the price shall be Supplier's lowest prevailing market price. Supplier represents and warrants that such prices shall not be any less favourable than those charged by Supplier to other similarly situated customers for similar quantities of Products or Services of like kind and quality.

8.4 Unless otherwise indicated, all prices stated in any Purchase Order are gross amounts but exclusive of any value added tax, sales and use tax, goods and services tax, consumption tax, taxes levied upon importation (such as import duty or excise tax) and/or any other similar taxes (collectively, the "**Relevant Taxes**"). If the transactions as described in this Agreement are subject to any Relevant Taxes, Supplier may charge the Relevant Taxes, which shall be paid by Interplex in addition to the prices stated (except where any such Relevant Taxes are borne by Supplier directly and shall not be charged to Interplex). Supplier shall be responsible for paying any Relevant Taxes to the competent tax or other authorities. Any penalties, fees, interest or other charges imposed by the competent tax or other authorities arising from or in connection with non-payment of the Relevant Taxes collected by Supplier from Interplex shall be borne by Supplier. Neither Party is responsible or liable for taxes determined (in whole or in part) on the net income, gross receipts or capital, net worth or any similar taxes or assessments of the other Party (including its Representatives).

8.5 Supplier shall issue the invoice(s) only after completing delivery of the Products and/or performance of the Services in accordance with this Agreement ("**Completion Date**"), provided that any invoice must be issued no later than six (6) months after the relevant Completion Date. Interplex shall have no liability to pay any invoice that is submitted later than such period.

8.6 All original invoices must meet the applicable legal and fiscal requirements and shall include the following details: (a) Purchase Order number, line item number, part number, billing address, description of items, quantities, unit price and extended totals; (b) the amount of Relevant Taxes which Supplier is required by the applicable law to add to the stated price and collect from Interplex or which is otherwise legally due from Interplex; and (c) provisions that will allow Interplex to take advantage of any applicable "input" tax credits. Supplier shall also inform Interplex if it is eligible to apply for any tax or other exemption and, if applicable, the scope of such tax or other exemption under the applicable law in such case. All costs and expenses invoiced to Interplex for reimbursement as agreed under the terms of each Purchase Order shall be net of any applicable Relevant Taxes.

8.7 Payment for Products and/or Services shall be made in accordance with the payment terms stated in the Purchase Order. If any cash discount is available for early payment, such cash discount shall be applied with effect from the invoice date and Interplex shall only be required to pay the discounted price for the Products and/or Services under the relevant Purchase Order. Interplex shall be entitled to delay or reject payment on any invoice for non-compliance with the provisions of this Clause 8 or any other requirements set out in the Purchase Order, and such delay or rejection of payment shall not constitute any breach or waiver of any provisions of this Agreement.

8.8 If Supplier fails to fulfil any of its obligations under this Agreement, Interplex shall be entitled to suspend payment on the invoice corresponding to the Purchase Order upon notice to Supplier, and such suspension of payment shall not constitute any breach or waiver of any provisions of this Agreement.

8.9 In the event that Interplex is prohibited by law from making payments to Supplier unless Interplex deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Interplex shall duly withhold such taxes and pay to Supplier the remaining net amount after the taxes have been withheld and provide to Supplier

a valid tax receipt in Supplier's name. Interplex shall not be liable to pay or reimburse Supplier for the amount of such taxes withheld. If any Products are delivered or any Services are provided or the benefit of such Services occurs within jurisdictions in which Supplier's collection and remittance of taxes are required by law, Supplier shall have sole responsibility for the payment of such taxes to the competent tax or other authorities. In the event Supplier is subsequently audited by any tax or other authority, Interplex shall not be liable for the tax assessed.

Interplex Group shall at all times have the right to set off any amounts that any Interplex Group entity owes to any Supplier Group entity under this Agreement with any amounts that any Supplier Group entity owes to Interplex Group under this Agreement or any other agreement between any Interplex Group entity and Supplier Group entity. Supplier unconditionally accepts all payments by way of setting off amounts between the relevant Interplex Group entities and Supplier Group entities.

8.10 Supplier acknowledges and agrees that any amount to be paid by Interplex to Supplier may be paid on Interplex's behalf by Interplex's Affiliate or a third party designated by Interplex. Supplier shall treat such payment as if it were made by Interplex itself and Interplex's obligation to pay to Supplier shall automatically be satisfied and discharged in the amount paid by such Affiliate or third party.

9. SUPPLIER WARRANTIES

9.1 Supplier represents, warrants and undertakes to Interplex that:

(a) all Products are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects (whether apparent or latent in nature) in design, materials, construction and workmanship;

(b) all Products strictly comply with the specifications, approved samples and all other requirements under the Purchase Order and this Agreement;

(c) all necessary licences in relation to the Products are and shall remain valid and in force, and that the scope of such licences shall adequately cover the intended use of the Products and include the right to transfer and grant sublicences;

(d) all Products shall be free from any and all liens and encumbrances;

(e) all Products have been designed, manufactured, adequately inspected and tested, and delivered, and all Services have been performed, in compliance with all applicable laws, regulations, rules, industry standards and guidelines (including the European Union Directive 2001/95/EC on General Product Safety);

(f) all Products are provided with and accompanied by: (i) all information and instructions necessary for proper and safe use; and (ii) written and detailed specifications of the composition and characteristics of the Products, to enable Interplex to transport, store, process, use and dispose of such Products safely and in compliance with all applicable laws, regulations, rules, industry standards and guidelines; and

(g) all Products (including its packaging and components) supplied to Interplex comply with all written packaging instructions issued by Interplex, including any safety requirements pertaining to the transportation of the Products.

9.2 The warranties applicable to Supplier set out in this Clause 9, Clause 8.3, Clause 10, Clause 12.3, Clause 14.1, Clause 15.2, Clause 16.1, Clause 16.2, Clause 22.1 and any other provisions of this Agreement (collectively, the "**Supplier Warranties**") are not exhaustive and shall not be deemed to exclude (a) any warranties available under the applicable law and regulations, (b) Supplier's standard product warranty, or (c) other warranties or rights that Interplex may be entitled to. If there is any conflict between (i) any one of the Supplier Warranties and (ii) any warranty under subclauses (a), (b) and (c) of Clause 9.2, then the provision that is most favourable to Interplex shall prevail to the maximum extent permitted under the applicable law. The Supplier Warranties shall survive any delivery, inspection, acceptance, payment and/or resale of the Products, and shall extend to Interplex Group and its customers. The inspection, acceptance and/or payment in respect of all or any part of the Products and/or Services shall not be deemed as a waiver of Interplex's right to: (1) cancel the Purchase Order in whole or in part; (2) return or reject all or any part of the Products and/or Services for non-conformance with the specifications, apparent or latent defects, or breach of any other Supplier Warranties; or (3) make any claim for Losses incurred by Interplex.

9.3 Without prejudice to any other right or remedy available to Interplex under this Agreement or at law, the Supplier Warranties shall subsist for a period of thirty-six (36) months from the date of delivery of the Products, or such other period as may be agreed in the Purchase Order or otherwise in writing between the Parties (the "**Warranty Period**"). The Warranty Period in respect of any Products repaired or replaced during the Warranty Period shall restart from the completion date of such repair or replacement.

9.4 Without prejudice to the Supplier Warranties and any other right or remedy available to Interplex under this Agreement or at law, in the event of any Epidemic Failure, Interplex may, in its sole discretion, require Supplier to do any one or more of the following (and in any combination) within ten (10) business days of receiving notice of the Epidemic Failure from Interplex:

(a) refund or credit the amounts paid by Interplex for the affected Products;

(b) repair or replace the affected Products at Supplier's cost and expense in a timely manner; and/or

(c) reimburse Interplex for all Losses arising from or in connection with the Epidemic Failure, including but not limited to costs associated with repair or replacement of the affected Products, problem diagnosis, delay damages imposed by customers of Interplex Group, field costs, inventory costs for Products shipped within the previous sixty (60) months.

This Clause 9.4 shall survive the expiry or termination of this Agreement and any relevant Purchase Order(s) and shall remain in effect until the expiry of the Warranty Period.

10. OPEN SOURCE SOFTWARE WARRANTY

10.1 Unless expressly approved in writing by Interplex, Supplier represents and warrants that none of the Products and Services include any Open Source Software, whether in whole or in part.

10.2 For the purposes of this Clause 10:

"**Software**" means any software, computer or program code, or other materials, including that which contains, is derived from, or statically or dynamically links to the foregoing software, computer or program code, or other materials; and

"**Open Source Software**" means any Software: (a) that is licensed or distributed as "free software" (as defined by the Free Software Foundation) or "open source software" (subject to a licence approved by the Open Source Initiative at www.opensource.org), or that is under a similar licensing or distribution model, including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD License, Apache License, MIT License, Artistic License (Perl), Eclipse Public License, and Microsoft Reciprocal License; or (b) that requires as a condition of its use, modification and/or distribution, that the Software be (i) disclosed, made available or distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind, and/or (iv) redistributable free from enforceable intellectual property rights.

11. NON-CONFORMING PRODUCTS OR SERVICES

11.1 Interplex reserves the right to reject Products and/or Services which do not conform to the specifications set out in the Purchase Order or the requirements under this Agreement. If any Products or Services are deemed by Interplex to be defective or otherwise do not comply with the requirements under this Agreement ("**Non-Conforming Products**"), at Interplex's sole discretion and without prejudice to any other right or remedy available to Interplex under this Agreement or at law, Interplex may require Supplier to do any one or more of the following (and in any combination):

(a) repair or replace the Non-Conforming Products with Products and/or Services which meet the relevant specifications and requirements at Supplier's cost and expense within fourteen (14) days after receiving notice from Interplex;

(b) refund to Interplex in full the amounts paid to Supplier for the Non-Conforming Products within fourteen (14) days after receiving notice from Interplex; and/or

(c) pay damages to Interplex for any Losses arising from or in connection with Supplier's default (including the costs incurred by Interplex to cure such default).

11.2 Unless otherwise agreed in writing between the Parties, Supplier shall bear all fees, costs and expenses arising from the testing of any Products or Services and the repair, replacement, transportation and/or removal of the Non-Conforming Products (including, where applicable, the fees, costs and expenses arising from acceptance testing, verification testing, validation testing and/or defect assessment). Supplier shall reimburse Interplex for any such fees, costs and expenses reasonably incurred by Interplex in connection thereto within fourteen (14) days after receiving notice of such fees, costs and expenses.

11.3 Risk of loss in respect of the Non-Conforming Products shall pass to Supplier with effect from the date of notification by Interplex in accordance with Clause 11.1.

12. OWNERSHIP & INTELLECTUAL PROPERTY

12.1 All machinery, tools, samples, data, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or on behalf of Interplex Group, or paid for by Interplex Group, for use in the performance of this Agreement (collectively, "**Interplex Property**"), shall be and remain the exclusive property of Interplex Group (and/or customer(s) of Interplex Group, as the case may be) and shall not be furnished to any third party without Interplex's prior written consent, and all information with respect thereto shall be deemed as Confidential Information subject to Clause 21 (Confidentiality). All Interplex Property shall be marked as owned by Interplex Group and held at Supplier's risk, and Supplier undertakes to keep the Interplex Property in good condition and, if necessary, replaced at Supplier's cost and expense. Interplex reserves the right to conduct periodic inventory checks of the Interplex Property held at Supplier's premises. Supplier shall return the Interplex Property to Interplex promptly (and in any event no later than two (2) days) upon Interplex's reasonable request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own cost and expense all machinery, tools, and raw materials necessary to perform its obligations under this Agreement.

12.2 Supplier shall not acquire any right, title or interest in or to any Interplex Property, trademarks, trade names or any other intellectual property of Interplex Group by reason of the Parties' entry into this Agreement, Supplier's supply of Products and/or Services, Supplier's provision of packaging containing Interplex Group's trademarks or trade names, or otherwise. Supplier shall not use any trademark, trade name or other indication of Interplex Group in relation to the Products and/or Services without Interplex Group's prior written approval, and the use of any trademark, trade name or other indication as authorised by Interplex Group shall be strictly in accordance with the instructions of and for the purposes specified by Interplex Group.

12.3 Supplier represents, warrants and undertakes to Interplex that:

(a) the Products and/or Services (including the use thereof by Interplex Group), whether alone or in any combination, do not and shall not infringe or violate any patent, copyright (including moral rights), trademarks, trade names, trade secrets or other intellectual property rights of any other party (including Supplier's Representatives); and

(b) Supplier holds all necessary rights, title and interest (including all industrial and intellectual property rights) enabling it to (i) sell the Products and/or perform the Services and (ii) grant, license or transfer (as applicable) to Interplex all rights, title and interest in every component of the Products and/or Services (as a whole or as an integrated part of another Product or Service, including but not limited to machinery, tools, drawings, designs, specifications, samples, moulds and software) necessary for Interplex to purchase and use the Products and/or Services.

12.4 All rights, title and interest in and to deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work products or intermediate versions thereof conceived, created, produced or acquired by Supplier Group and/or its Representatives for Interplex under this Agreement (the "**Deliverables**") shall be owned exclusively by Interplex Group (and/or customer(s) of Interplex Group, as the case may be). Supplier shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as Interplex may reasonably require, to establish Interplex Group (and/or customer(s) of Interplex Group, as the case may be) as the exclusive owner and holder of the rights, title and interest in the Deliverables.

13. SUPPLIER INDEMNITY

13.1 **Intellectual Property Indemnity:** Supplier shall indemnify and hold harmless Interplex Group (including its Representatives) and any party selling or using any of Interplex Group's products (collectively, the "**Indemnified Parties**") from and against all Losses directly or indirectly resulting from or in connection with any third party claim that any of the Products or Services alone or in any combination, or the use of any Products and/or Services, infringes any patent, copyright, trademark, trade name, licence, proprietary rights, industrial rights, moral rights or intellectual property rights ("**Third-Party IP Claim**"). If so directed by Interplex, Supplier shall defend the Third-Party IP Claim at Supplier's own cost and expense.

13.2 Interplex shall give Supplier prompt written notice of any Third-Party IP Claim that it becomes aware of, provided that any delay by Interplex in giving such notice shall not release Supplier from its obligations under this Clause 13, except to the extent Supplier is materially prejudiced by such delay. Supplier shall provide all assistance to the Indemnified Parties as may be reasonably required in respect of any such Third-Party IP Claim.

13.3 In the event that Supplier or any Indemnified Party receives notice of any Third-Party IP Claim, or if any Indemnified Party reasonably believes that a Third-Party IP Claim is likely, or if the use of any Products and/or Services is enjoined, Supplier shall, as directed by Interplex, but at Supplier's own cost and expense:

(a) procure for Interplex Group (and customers of Interplex Group, if applicable), the right to continue using the affected Products or Services alone or in any combination; or

(b) replace or modify the affected Products and/or Services alone or in any combination with a non-infringing equivalent, provided that such replacement or modification can be made without significant loss of functionality.

13.4 If Supplier fails to comply with the requirements under Clause 13.3 within fourteen (14) days after being notified in writing by Interplex, Interplex may terminate this Agreement with immediate effect by giving written notice to Supplier, and upon such termination, Supplier shall reimburse to Interplex any prepaid amounts for the affected Products and/or Services, without prejudice to Supplier's indemnification obligations under Clause 13.1.

13.5 **General Indemnity:** Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses, whether arising before or after completion of delivery of the Products or performance of the Services under this Agreement, directly or indirectly resulting from or in connection with any acts or omissions, negligence, fault or breach of any provision of this Agreement by Supplier Group and/or its Representatives.

13.6 Without prejudice to the generality of Clause 13.5, Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses whether arising before or after completion of delivery of the Products or performance of the Services under this Agreement, directly or indirectly resulting from or in connection with the breach of any provision of Clause 9 (Supplier Warranties), Clause 10 (Open Source Software Warranty), Clause 14 (Ethics & Compliance), Clause 15 (Personal Data Protection), Clause 16 (Sanctions and Export Controls Compliance), Clause 17 (Customs Compliance) and Clause 21 (Confidentiality) by Supplier Group and/or its Representatives

14. ETHICS & COMPLIANCE

14.1 Supplier represents, warrants and undertakes, on behalf of itself and any subcontractor(s) approved by Interplex in accordance with Clause 23.2, that it shall comply with the following:

(a) Interplex Group's Supplier Code of Conduct (available at https://interplex.com/supplier-code-of-conduct/, as updated or amended from time to time) and any supplier quality management manual issued by Interplex to Supplier, and all applicable industry codes (such as the latest version of the Responsible Business Alliance (RBA)'s Code of Conduct);

(b) all applicable laws, regulations and rules, industry standards and guidelines, including but not limited to those relating to fair labour, equal opportunity, environmental compliance and anti-corruption (including the United States of America *Foreign Corrupt Practices Act*, the United Kingdom *Bribery Act 2010,* the Singapore

Prevention of Corruption Act 1960, and the People's Republic of China *Criminal Law* and *Anti-Unfair Competition Law*);

(c) all applicable laws, regulations, rules, industry standards and guidelines relating to the Restriction of Hazardous Substances ("**RoHS**"), including but not limited to the European Union *Directive 2011/65/EU* and *Directive (EU) 2015/863*, the People's Republic of China *Measures for the Administration of the Restricted Use of the Hazardous Substances Contained in Electrical and Electronic Products* effective on 01 July 2016, as well as any local laws, regulations and rules relating to RoHS;

(d) the Products do not and shall not contain any conflict minerals (as defined under the applicable laws and regulations, including tin, tantalum, tungsten and gold, and subject to the standards, policies, rules, guidelines and procedures issued by the Organisation for Economic Co-operation and Development (OECD) in the *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas*) and that all information and undertakings provided by Supplier in the CMRT Declaration under Clause 14.2 are true, accurate and complete in all respects; and

(e) the Products do not and shall not contain any Substances of Very High Concern (SVHC) from the Candidate List defined under the European Union Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

14.2 Upon request by Interplex, Supplier shall: (a) submit a Conflict Minerals Reporting Template (CMRT) declaration using the latest standard template available at http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/ (as updated or amended from time to time), and shall cooperate fully with Interplex in investigating the source of any minerals in the Products; and (b) submit a declaration to certify its compliance with the applicable laws, regulations and rules, including but not limited to those relating to RoHS.

14.3 If Supplier is a person or entity doing business in the United States of America, the following additional provisions shall be incorporated by reference in this Agreement: (a) where Products and/or Services are sold to Interplex under a federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be included in such contract or subcontract; and (b) the Equal Employment Opportunity Clauses set forth in Title 41 of the Code of Federal Regulations, Chapters 60-1.4, 60-300.5 and 60-741.5.

14.4 Supplier shall provide Interplex with all necessary assistance and documentation required by Interplex for compliance with any applicable laws and regulations relating to Interplex's use of the Products and/or Services at Interplex's place of business, and to enable Interplex to respond to any request from a competent authority arising from or in connection with this Agreement, the Products and/or Services. Interplex shall have the continuing right to review Supplier's financial condition, and Supplier agrees to promptly provide such financial information (including but not limited to Supplier's latest audited financial statements) as may be requested by Interplex from time to time for the purpose of assessing Supplier's financial condition. In addition, upon receiving three (3) business days' prior notice from Interplex, Supplier shall grant access to its premises and provide all necessary assistance to Interplex's Representatives to enable Interplex to conduct audits and/or inspections for the purpose of ensuring Supplier's compliance with the provisions of this Agreement (including but not limited to this Clause 14).

14.5 Supplier shall notify Interplex in writing immediately without delay when it first becomes aware of any event, occurrence or circumstances that may constitute a breach, infringement or violation of any provision of this Clause 14.

15. PERSONAL DATA PROTECTION

15.1 For the purposes of this Clause 15, "**Data Protection Laws**" means all applicable laws and regulations relating to data privacy and the collection, disclosure, use, processing, transfer and protection of Personal Data, and "**Personal Data**" means personal data, personally identifiable information, or any equivalent or corresponding definition under the Data Protection Laws.

15.2 Supplier may, in the course of performance of this Agreement, access, collect, disclose, use, process, transfer and/or archive Personal Data of Interplex Group's Representatives, customers and/or business partners (collectively, "**Interplex Personal Data**"). Supplier represents, warrants and undertakes to Interplex that Supplier shall:

(a) comply with all Data Protection Laws applicable to the Products, Services and/or Supplier's performance of this Agreement;

(b) process Interplex Personal Data for the sole purpose of, and to the extent necessary, for Supplier's performance of this Agreement, and as permitted or required by the applicable laws and regulations;

(c) keep all Interplex Personal Data confidential; and

(d) take all appropriate technical, physical and organisational security measures to protect Interplex Personal Data against loss and any unauthorised or unlawful access, use, disclosure, processing or transfer.

15.3 Upon discovery of any potential or actual breach of Interplex Personal Data, or any potential or actual breach of any provisions of this Clause 15, whether resulting from any act or omission by Supplier Group and/or its Representatives or otherwise, Supplier shall immediately notify Interplex's designated data protection officer/representative of such potential or actual breach as follows:

Location	Data Protection Officer/Representative
European Union	Data Protection Officer (dpo@ennovi.com) Ennovi Investments Czech Republic s.r.o.

	Za Pazdernou 1531, Budějovické Předměstí, 397 01 Písek, Czech Republic
All other countries	General Counsel (corp.compliance@ennovi.com) Ennovi Holdings Pte. Ltd. 298 Tiong Bahru Road, #17-01 Central Plaza, Singapore 168730

15.4 Supplier shall not disclose Interplex Personal Data to any third party (including Supplier's Representatives and Affiliates), except with Interplex's prior written approval and only to the extent necessary for the performance of this Agreement. If, for the purpose of performance of this Agreement, Supplier discloses Interplex Personal Data to its Representatives and/or Affiliates, or allows its Representatives and/or Affiliates to process Interplex Personal Data, Supplier shall ensure that such Representatives and/or Affiliates are bound by data protection obligations that are at least as protective as those contained in this Agreement.

15.5 Supplier shall put in place adequate measures to ensure that any Interplex Personal Data in its possession or control remains or is otherwise accurate and complete. Supplier shall further take steps to correct any errors or inaccuracies in the Interplex Personal Data as soon as practicable upon Interplex's written request.

15.6 Upon Interplex's written request or termination of this Agreement, Supplier shall securely and irreversibly erase or destroy all files, documents, records or any other media containing Interplex Personal Data. Supplier agrees and acknowledges that it shall remain solely liable to Interplex for any loss or unauthorised or unlawful access, use, disclosure, processing or transfer of Interplex Personal Data if Supplier fails to erase or destroy Interplex Personal Data in accordance with this Clause 15.6. Supplier shall not retain any Interplex Personal Data in documents, records or any other media for longer than is necessary for the performance of this Agreement.

16. SANCTIONS AND EXPORT CONTROLS COMPLIANCE

16.1 Supplier represents, warrants, and undertakes that it is not, and is not Controlled by, any party with whom business transactions are prohibited under the economic sanctions laws, regulations, and embargoes implemented by the governments of the United States (including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control), United Kingdom (including but not limited to His Majesty's Treasury Office of Financial Sanctions Implementation), and the European Union and its member states ("**Applicable Sanctions**"); and that it will not, in whole or in part, source any Products or Services to be provided to Interplex from any person, entity, or country/jurisdiction with whom business transactions are prohibited under the Applicable Sanctions.

16.2 Supplier represents, warrants and undertakes that it shall comply with all applicable international and national export control laws and regulations ("**Export Control Laws**"), and it shall not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export licence or other governmental approval, without first obtaining such licence or approval.

16.3 Supplier shall notify Interplex in writing promptly (and in any event no later than two (2) days) after becoming aware that any information, goods, software and/or technology in the Products and/or Services are subject to the Export Control Laws of the country where Supplier conducts its business (including but not limited to the Export Control Laws of the European Union and/or the United States of America, to the extent applicable). If so, Supplier shall inform Interplex about the nature and extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licences and the Commodity Classification Automated Tracking System (CCATS) number, as applicable).

16.4 Supplier shall (a) obtain all international and national export licences, permits and/or approvals required under the Export Control Laws, and (b) provide Interplex with all information requested by Interplex to enable Interplex and its customers to evaluate its and their continued compliance with the Applicable Sanctions and Export Control Laws.

16.5 Supplier shall notify Interplex in writing immediately without delay upon receiving notice of any infringement or violation of any Applicable Sanctions or Export Control Laws affecting the Products and/or Services or which may affect Interplex Group under this Agreement.

17. CUSTOMS COMPLIANCE

17.1 Supplier shall provide on all shipping documents a clear and accurate description and Harmonized Commodity Description and Coding System (HS) Code of the Products being shipped to Interplex. At a minimum, the HS Code must be at the sub-heading (6-digit) level to allow Interplex to comply with customs entry requirements.

17.2 On an annual basis, or upon Interplex's earlier request, Supplier shall provide Interplex with a supplier declaration of origin in relation to the Products sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt and (b) any applicable export control laws and regulations, including those of the United States of America. Such declaration must expressly indicate whether the Products, or any part thereof, have been produced in the United States of America or originate in the United States of America. Dual-use Products or classified Products should be clearly identified by their classification codes.

17.3 For all Products that qualify for application under Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of Supplier to deliver such Products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin certificate, invoice declaration) to confirm the preferential origin status.

17.4 Supplier shall mark every Product (or the Product's container or packaging if there is no space on the Product itself) with the country of origin. Supplier shall, in marking the Products, comply with the requirements of the customs authorities of the country of receipt. If any Products are imported, Supplier shall, to the extent permissible, indicate

Interplex as the importer of record. If Interplex is not the importer of record and Supplier obtains duty drawback rights to the Products, Supplier shall, upon Interplex's request, provide Interplex with documentation required by the required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Interplex. Such documentation shall include but not be limited to appropriate certification stating the country of origin for Products sufficient to satisfy the requirements of the customs authorities of the country of receipt and any applicable export licensing laws and regulations.

18. LIMITATION OF LIABILITY

18.1 Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud or for any liability that cannot by law be excluded or limited.

18.2 SUBJECT TO CLAUSE 18.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(A) IN NO EVENT SHALL INTERPLEX BE LIABLE TO SUPPLIER (AND/OR ANY AFFILIATES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OF SUPPLIER) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES (INCLUDING BUT NOT BE LIMITED TO LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST BUSINESS OPPORTUNITIES OR LOST DATA), WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF INTERPLEX HAS BEEN ADVISED, IS AWARE, OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; AND

(B) IN NO EVENT SHALL INTERPLEX'S AGGREGATE LIABILITY ARISING OUT OF ALL TRANSACTIONS BETWEEN INTERPLEX AND SUPPLIER, WHETHER BASED UPON CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE, EXCEED THE TOTAL AMOUNT THAT INTERPLEX HAS PAID SUPPLIER FOR THE PRODUCTS AND/OR SERVICES UNDER THE PURCHASE ORDER FROM WHICH THE CLAIM ARISES. FOR THE AVOIDANCE OF DOUBT, THE AFORESAID MAXIMUM AGGREGATE LIABILITY SHALL NOT INCREASE OR BE ENLARGED EVEN IF INTERPLEX ENTERS INTO OTHER AGREEMENTS OR CONTRACTS WITH SUPPLIER.

19. FORCE MAJEURE

19.1 Interplex shall not be liable for any failure or delay in accepting delivery or performing any other obligation under this Agreement if such failure or delay is caused by a Force Majeure Event. A "**Force Majeure Event**" means an event or circumstance that is beyond the control of Interplex, including without limitation: (a) unusually severe weather, act of God, fire, explosion or earthquake; (b) war, invasion, terrorism, sabotage, piracy, riot or other civil unrest; (c) governmental law, order, restriction, embargo or blockage; (d) national or regional emergency; (e) nuclear, chemical or biological contamination; (f) disease or medical outbreak, epidemic, pandemic or plague; (g) injunction, strike, lockout or other industrial disturbance; (h) inability to obtain or use necessary transportation, energy or infrastructure; (i) cyberwarfare, ransomware or other cyberattack; or (j) any other cause whether similar or dissimilar to the foregoing beyond the control of Interplex.

19.2 If a Force Majeure Event continues, or is reasonably expected to continue, for a consecutive period of thirty (30) days, Interplex shall be entitled to cancel all or any part of the affected Purchase Order(s) or terminate this Agreement in whole or in part, and Supplier shall have no claim against Interplex for any Losses arising from such cancellation or termination.

20. SUSPENSION & TERMINATION

20.1 Without prejudice to any other right or remedy available to Interplex under this Agreement or at law, upon giving written notice to Supplier, Interplex shall be entitled at its sole discretion to either suspend the performance of its obligations under this Agreement in whole or in part, or to terminate this Agreement in whole or in part, where:

(a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding in any jurisdiction;

(b) Supplier becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding in any jurisdiction;

(c) Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(d) Supplier breaches any of its obligations under this Agreement and, if such breach is capable of remedy, fails to remedy that breach within fourteen (14) days after being notified to do so;

(e) Supplier becomes a party with whom business transactions are prohibited under the Applicable Sanctions;

(f) Interplex, in its reasonable discretion, determines that Supplier cannot or will not deliver the Products or perform the Services in accordance with this Agreement, or Supplier fails to provide adequate assurance of performance after being requested by Interplex to do so; or

(g) there is a change of Control of Supplier.

20.2 Without prejudice to any other right or remedy available to Interplex under this Agreement or at law, Interplex shall have the right at any time to terminate this Agreement upon giving not less than thirty (30) days' prior written notice to Supplier.

20.3 Supplier shall have no claim against Interplex for any Losses arising from any suspension or termination of this Agreement in accordance with Clause 20.1, Clause 20.2 or any other ground for termination under this Agreement

or at law.

20.4 Upon termination of this Agreement, the purchase of any Products and/or Services under an issued Purchase Order that has not been delivered or performed before the effective date of termination shall be deemed as cancelled, and Supplier shall have no claim against Interplex for any Losses with respect to the cancelled Products and/or Services. Supplier shall refund Interplex for any excess advance payment made in respect of the cancelled Products and/or Services within fourteen (14) days from the date of termination.

21. CONFIDENTIALITY

21.1 Supplier shall treat all information disclosed or made available by or on behalf of Interplex Group to Supplier Group and all information generated by Supplier Group for Interplex Group pursuant to this Agreement (collectively, "**Confidential Information**") as confidential, and shall only use Confidential Information solely for the purpose of performance of this Agreement. "**Confidential Information**" shall include but not be limited to: (a) the contents of any Purchase Order and any attachments or documents incorporated by reference in the Purchase Order; and (b) information disclosed or made available by customer(s) of Interplex Group to Interplex Group and which is disclosed or made available to Supplier Group for the sole purpose of performance of this Agreement. Except with the prior written approval of Interplex, Supplier shall not disclose to any third party the fact that it has received any Confidential Information, including the fact that Parties are in discussions, negotiations or other communications relating to this Agreement, the Products and/or Services. For the purposes of this Clause 21, unless the context requires otherwise, references to "**Interplex Group**" and "**Supplier Group**" shall include the respective Representative(s) of the relevant Interplex Group entity or Supplier Group entity, as the case may be.

21.2 Supplier shall protect all Confidential Information with at least the same degree of care with which it treats its own confidential information, but in any event no less than reasonable care.

21.3 Supplier shall not disclose Confidential Information to any third party, except to such Representatives and/or Affiliates of Supplier having a legitimate need to know for the purpose of performance of Supplier's obligations under this Agreement, provided that such Representatives and Affiliates are bound by confidentiality obligations that are at least as protective as those contained in this Agreement, and Supplier shall use its best efforts to prevent and enforce any unauthorised disclosure or misuse of Confidential Information by any of its Representatives and/or Affiliates.

21.4 All Confidential Information shall remain the property of Interplex Group. Nothing in this Agreement shall be deemed or construed as granting any rights, title or interest (whether under any patent, copyright, trademark or any other intellectual property right or otherwise) in any Confidential Information to Supplier, except the limited right to use the Confidential Information for the purpose of performance of this Agreement.

21.5 Supplier shall, within fourteen (14) days after receiving Interplex's request or upon termination of this Agreement, return and deliver to Interplex (or destroy, if so requested by Interplex), all files, documents, records or other media containing Confidential Information which are in Supplier Group's possession or under its control. Upon completion of the foregoing, Supplier shall provide a written undertaking certifying that that all Confidential Information has been duly returned and delivered to Interplex or otherwise destroyed in accordance with this Clause 21.5.

21.6 Supplier acknowledges that the unauthorised disclosure of any Confidential Information could cause substantial and irreparable damage to the business and competitive position of Interplex Group and that monetary damages alone will not be an adequate remedy for any breach of the provisions of this Clause 21. Without prejudice to any other legal or equitable remedies, Interplex Group shall have the right to seek relief, including specific performance, in any court of competent jurisdiction with respect to any actual or threatened breach of the provisions of this Clause 21 by Supplier Group.

22. INSURANCE

22.1 Supplier represents and warrants, on behalf of itself and any subcontractor(s) approved by Interplex in accordance with Clause 23.2, that each are adequately covered by insurance against all risks that may arise from performance of Supplier's obligations under this Agreement, any acts or omissions of Supplier Group and/or its Representatives, and use of the Products and/or Services.

22.2 Without prejudice to the generality of Clause 22.1, Supplier shall maintain the following minimum levels of insurance, unless otherwise approved in writing by Interplex's authorised representative:

(a) comprehensive or commercial general liability insurance covering product liability, property damage, personal injury liability and any other liability as may be requested by Interplex, in an amount not less than USD 10 million (or the equivalent in local currency) per occurrence and USD 10 million (or the equivalent in local currency) in aggregate;

(b) work injury compensation insurance in accordance with the statutory limits under the applicable law, and employer's liability insurance in an amount not less than USD 10 million (or the equivalent in local currency); and

(c) professional liability insurance in respect of professional services (if any) rendered under this Agreement, in an amount not less than USD 10 million (or the equivalent in local currency).

22.3 All such insurance policies shall be taken out with duly licensed, reputable and financially responsible insurers, and Interplex shall be named as an additional insured for the insurance policy described in Clause 22.2(a). Supplier shall inform Interplex of any policy cancellation, reduction in coverage or change of insurer by giving prior written notice of at least thirty (30) days. Supplier shall furnish the certificates of insurance evidencing the required insurance coverage, limits and expiry dates to Interplex upon Interplex's request.

23. MISCELLANEOUS

23.1 Supplier shall perform this Agreement as an independent contractor. Nothing in this Agreement shall be deemed or construed as constituting or creating a partnership, joint venture, employment relationship, or relationship of principal and agent between the Parties, irrespective of the extent of Supplier's economic dependency on Interplex. Neither Party shall have any right or authority to act for, represent or bind the other Party in any manner.

23.2 Supplier shall not subcontract, delegate, assign, transfer, novate or pledge any of its rights or obligations under this Agreement to any third party (including any Affiliate of Supplier) without Interplex's prior written approval. Any purported assignment, transfer, novation or pledge without Interplex's approval shall be null and void. Supplier shall remain solely responsible to Interplex for the performance of Supplier's obligations under this Agreement, notwithstanding that such obligations may be performed by any pre-approved subcontractor(s), and Supplier shall be held fully liable for any breach of this Agreement by such pre-approved subcontractor(s). Interplex shall be entitled at any time to subcontract, delegate, assign, transfer or novate any of its rights or obligations under this Agreement to any Affiliate or third party without Supplier's prior written approval, and Supplier agrees to execute and deliver all such instruments and documents and take all such actions as may be reasonably required to give effect to such subcontracting, delegation, assignment, transfer or novation.

23.3 The rights and remedies reserved to Interplex are cumulative with and in addition to any other right or remedy. The exercise of any right or remedy under this Agreement shall not preclude the exercise of any other right or remedy that may now or subsequently exist at law or in equity or by statute or otherwise. Any failure or delay by Interplex to exercise any right or remedy under this Agreement shall not operate as a waiver of that right or remedy, nor shall it be deemed or construed as a waiver of Interplex's right at any later time to exercise such right or remedy.

23.4 If any provision of this Agreement shall be held invalid, unlawful or unenforceable, whether in whole or in part, by a court of competent jurisdiction or by any future legislative or administrative action, such provision shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under the applicable law, but the validity, legality or enforceability of the other provisions of this Agreement shall not be affected in any way.

23.5 The provisions of this Agreement, which by their nature and the context in which they appear, would reasonably be expected to survive the expiry or termination of this Agreement, including but not limited to Clause 9 (Supplier Warranties), Clause 12 (Ownership & Intellectual Property), Clause 13 (Supplier Indemnity), Clause 14 (Ethics & Compliance), Clause 15 (Personal Data Protection), Clause 21 (Confidentiality), and Clause 23.8, shall survive the expiry or termination of this Agreement.

23.6 All notices to be given under this Agreement shall be in writing and shall be deemed delivered upon successful electronic mail transmission, hand delivery, confirmed delivery by a reputable courier or delivery service (such as UPS, FedEx or DHL), or three (3) days after deposit in the mail of the home country of the Party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to each Party at its last known address.

23.7 Interplex may unilaterally modify the STCP at any time by publishing the amendments at Interplex Group's website: https://interplex.com/business-terms/.

23.8 If Interplex is incorporated in the People's Republic of China:

(a) this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflict of laws principles; and

(b) any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center ("**SHIAC**") in accordance with the SHIAC arbitration rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Shanghai. If Supplier is domiciled or incorporated in the People's Republic of China, the language of the arbitration shall be Mandarin. If Supplier is domiciled or incorporated outside the People's Republic of China, the language of the arbitration shall be English.

If Interplex is incorporated in Czech Republic, Germany or Hungary or any other jurisdiction in Europe (except the United Kingdom):

(a) this Agreement shall be governed by and construed in accordance with the laws of Germany, excluding its conflict of laws principles; and

(b) any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the International Chamber of Commerce ("**ICC**") in accordance with the Rules of Arbitration of the ICC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Germany and the language of the arbitration shall be English.

If Interplex is incorporated in the United Kingdom:

(a) (i) where Supplier is domiciled or incorporated in the United Kingdom or any other common law jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws principles; or (ii) where Supplier is domiciled or incorporated in a civil law jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of Germany, excluding its conflict of laws principles; and

(b) any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the ICC in accordance with the Rules of Arbitration of the ICC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be England (if Supplier is domiciled or incorporated in the United Kingdom or any other common law jurisdiction) or Germany (if Supplier is domiciled or incorporated in a civil law jurisdiction), and the language of the arbitration shall be English.

If Interplex is incorporated in India:

(a) this Agreement shall be governed by and construed in accordance with the laws of India, excluding its conflict of laws principles; and

(b) any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be the jurisdiction of Interplex's place of incorporation. The language of the arbitration shall be English.

If Interplex is incorporated in Mexico:

(a) (i) where Supplier is domiciled or incorporated in Mexico, this Agreement shall be governed by and construed in accordance with the laws of Mexico, excluding its conflict of laws principles; or (ii) where Supplier is domiciled or incorporated outside Mexico, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws principles; and

(b) (i) where Supplier is domiciled or incorporated in Mexico, each Party submits to jurisdiction of the Courts of Mexico City, provided that Interplex shall have the sole right at its option to refer any dispute to arbitration administered by JAMS in accordance with sub-clause (ii); or (ii) where Supplier is domiciled or incorporated outside Mexico, any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by JAMS in accordance with the JAMS International Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be New York. The language of the arbitration shall be English. The Parties shall maintain the confidential nature of the arbitration proceedings and the award, including the privacy of the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

If Interplex is incorporated in the United States of America:

(a) this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws principles; and

(b) any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures (if Supplier is domiciled or incorporated in the United States of America) or the JAMS International Arbitration Rules (if Supplier is domiciled or incorporated outside the United States of America) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be New York. The language of the arbitration shall be English. The Parties shall maintain the confidential nature of the arbitration proceedings and the award, including the privacy of the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

If Interplex is incorporated in Singapore, Indonesia, Malaysia, Vietnam or any other jurisdiction not specifically provided for under this Clause 23.8:

(a) this Agreement shall be governed by and construed in accordance with the laws of Singapore, excluding its conflict of laws principles; and

(b) any disputes arising from or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the SIAC in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The language of the arbitration shall be English.

The United Nations Convention on International Sale of Goods shall not apply to this Agreement.

The arbitral tribunal shall consist of one (1) arbitrator. The award of the arbitrator shall be final and binding upon the Parties and may be entered and/or enforced in a court of competent jurisdiction.

This Clause 23.8 shall not in any way prevent a Party from pursuing specific performance or injunctive relief in a court of competent jurisdiction.