



## TERMS AND CONDITIONS OF PURCHASE

Version 07/2022

By signature on or confirmation of the contract/purchase order containing these Terms and Conditions of Purchase hereinbelow, both Parties acknowledge and confirm that Yunex Traffic has requested Supplier to go through the terms and conditions hereinbelow (including but not limited to Clause 17, 27, 30, 31, 32, 33 and other terms in relation to warranties, termination, etc.) thoroughly to have a comprehensive and accurate understanding thereof, and Yunex Traffic has provided explanations of these terms and conditions upon the request of Supplier. Supplier has carefully read and fully understood the content and legal implications of these terms and conditions.

All terms under these Terms and Conditions of Purchase in relation to the limitation of rights, aggravation/mitigation/exclusion of liability, or other terms having significant interest with either Party are results of comprehensive negotiation and fully agreed and accepted by both Parties.

## YUNEX TRAFFIC TERMS AND CONDITIONS OF PURCHASE

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## 1. DEFINITIONS

1.1 "YUNEX TRAFFIC" shall mean the Yunex Traffic legal entity entering into the CONTRACT with and/or issuing the PURCHASE ORDER to the SUPPLIER.

1.2 "SUPPLIER" shall mean the person, firm or company who enters into the CONTRACT with YUNEX TRAFFIC or to whom the PURCHASE ORDER is issued by YUNEX TRAFFIC.

1.3 "PARTY" refers to either one of YUNEX TRAFFIC and SUPPLIER, and "PARTIES" refers to both of them.

1.4 The word "GOODS" include all goods and the word "SERVICES" include all services and/or performance of works, covered by the CONTRACT and/or the PURCHASE ORDER. The word "WORK" shall include all GOODS and all SERVICES.

1.5 "PURCHASE ORDER" shall mean the purchase order issued by YUNEX TRAFFIC to the SUPPLIER, to which these terms and conditions shall apply.

1.6 "CONTRACT" shall mean the contract between YUNEX TRAFFIC and the SUPPLIER consisting of the main contract and/or the PURCHASE ORDER (as the case may be), these terms and conditions and any other documents (or parts thereof) specified in the CONTRACT, including any prime contract in which YUNEX TRAFFIC is the seller.

1.7 "SOFTWARE" shall mean the software and firmware items which are comprised or included in or related to the GOODS and/or SERVICES.

1.8 "DOCUMENTS" shall mean all documents required in the CONTRACT which are necessary for the completion of the WORK and should be provided by the SUPPLIER, including but not limited to the drawings, specifications, standards, testing records, manuals, handbooks, etc.

1.9 "DELIVERABLES" shall mean the tangible results of the SERVICES provided by the SUPPLIER to YUNEX TRAFFIC under the CONTRACT.

## 2. ACCEPTANCE OF CONTRACT

2.1 By confirming acceptance of the CONTRACT, and/or performing the CONTRACT, the SUPPLIER agrees to comply fully with these terms and conditions. The CONTRACT sets forth the entire agreement of the PARTIES with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated herein. Any terms and conditions proposed by the SUPPLIER inconsistent with or in addition to these terms and conditions are void unless otherwise agreed to in writing by YUNEX TRAFFIC.

2.2 Acceptance by YUNEX TRAFFIC of the GOODS, SERVICES or WORK delivered under the CONTRACT shall not constitute agreement to the SUPPLIER's terms and conditions. The SUPPLIER may not ship under reservation.

2.3 Further, the SUPPLIER acknowledges that YUNEX TRAFFIC enters into the CONTRACT with the SUPPLIER based upon the following undertakings: the SUPPLIER will continuously improve its productivity and ensure that its productivity gain will compensate wage increases; in no event shall the SUPPLIER pass any labor cost increases to YUNEX TRAFFIC, by way of higher goods and/or service prices or lower service level etc.

## 3. DELIVERY

3.1 Delivery involving GOODS only shall be considered performed (a) where Incoterms apply, when the SUPPLIER fulfills its obligation to deliver pursuant to the chosen Incoterms rule under the CONTRACT; or (b) otherwise when GOODS have arrived at the point of destination specified by YUNEX TRAFFIC. Further, (where applicable) unless otherwise specified in the CONTRACT, delivery of GOODS is to

be made "Delivered Duty Paid" (Incoterms 2010), but payment shall be made in accordance with Clause 12 herein.

3.2 Delivery involving SERVICES shall be considered performed on the date of an acceptance test satisfactory to YUNEX TRAFFIC.

3.3 The SUPPLIER agrees to advise YUNEX TRAFFIC, as soon as practicable, of any delay in meeting the CONTRACT delivery schedules and the reason therefore.

3.4 If the SUPPLIER fails to deliver the GOODS or commence the SERVICES or complete the WORK on the agreed dates (force majeure delays excluded), the SUPPLIER will be liable for damages YUNEX TRAFFIC incurs; and in that event, YUNEX TRAFFIC may, at its sole discretion, either accept a revised delivery schedule, or terminate the CONTRACT for default. Unless otherwise stated in the CONTRACT, the SUPPLIER agrees to pay to YUNEX TRAFFIC liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week in the event of late delivery. Acceptance of late deliveries not in strict conformance with the delivery schedule shall not constitute a waiver of liquidated damages by YUNEX TRAFFIC.

## 4. DELIVERY PLAN

4.1 If the delivery time of the GOODS is more than six (6) weeks the SUPPLIER should provide a detailed production schedule. This schedule shall include all major production steps, like design work, purchasing and the major steps in manufacturing with the starting time, the ending and the duration of these steps. The delivery plan is to be provided for the first time four weeks after signature of the CONTRACT and then to be updated with the actual every two weeks thereafter.

4.2 If the SUPPLIER is not providing such delivery plan or fails to update, YUNEX TRAFFIC is entitled to charge liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week.

## 5. INSPECTION AND TESTING

### 5.1 For GOODS:

YUNEX TRAFFIC reserves the right to perform quality inspection at any time during the manufacturing process as well as before the GOODS will be packed for shipping. Therefore, the SUPPLIER shall inform YUNEX TRAFFIC in writing about the date when the GOODS will be ready for inspection at least five (5) business days (for SUPPLIER located in USA) or twenty (20) business days (for SUPPLIER located outside of USA) prior to the start of the packing.

### 5.2 For SERVICE and/or WORK:

YUNEX TRAFFIC shall have the right to examine, inspect, measure and test the SERVICE and/or WORK or its process at any time and to check the progress. The SUPPLIER shall provide convenience and provide full support.

If YUNEX TRAFFIC decides to perform the final inspection the SUPPLIER shall make sure that YUNEX TRAFFIC or YUNEX TRAFFIC authorized personnel will have the full access to the site of the SERVICE and/or WORK free of charge and will provide all necessary measuring and testing equipment to double check the conformity of the SERVICE and/or WORK with the requirements of the CONTRACT according to product specification, relevant industrial standard, national regulation and YUNEX TRAFFIC' requirements.

## 6. PROOF OF DELIVERY

6.1 Latest together with the invoice, the SUPPLIER has to provide a proof of delivery in the following manner:

(1) For GOODS: provision of a signed delivery note;

(2) For SERVICE and/or WORK: provision of a copy of the final acceptance certificate signed by YUNEX TRAFFIC after the successful testing of the SERVICE and/or WORK;

## 7. INCORRECT DELIVERY

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7.1 All GOODS must be delivered at the delivery point specified in the CONTRACT. If GOODS are incorrectly delivered, the SUPPLIER will be held responsible for any additional expense incurred in delivering them to their correction location.

7.2 SERVICES shall be carried out at the location specified in the CONTRACT. Whilst on YUNEX TRAFFIC premises, the SUPPLIER's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with YUNEX TRAFFIC site's safety and security regulations and shall immediately report to YUNEX TRAFFIC any accidents in which they are involved.

#### 8. PASSING OF TITLE AND RISK TO YUNEX TRAFFIC

8.1 The title and risk in the GOODS shall remain in the SUPPLIER until they are delivered at the point specified in the CONTRACT and transferred to YUNEX TRAFFIC's possession, at which time title and risk in the GOODS shall be transferred to YUNEX TRAFFIC.

8.2 The risk of SERVICES including installation or erection services shall be transferred to YUNEX TRAFFIC at the time SERVICES successfully passed the acceptance test.

#### 9. TRANSPORTATION, PACKING AND PACKAGING

9.1 SUPPLIER shall solely be responsible for the transportation, packing and packaging of the GOODS. The GOODS shall be packed with protective measures, such that packing shall be suitable for long-distance transportation, in accordance with applicable law and well-protected against any kind of influence such as corrosion, dampness, moisture, freezing, shock, rust so as to ensure that the GOODS will safely arrive at the site without any damage. No additional charges for packing and packaging will be allowed unless specifically agreed in writing. SUPPLIER shall be liable for any corrosion, damage and/or loss caused by inadequate or improper packing. The SUPPLIER shall label each package with the corresponding contract number. The SUPPLIER shall prepare an itemized packing list bearing the contract number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany the SUPPLIER's invoice. No values are allowed to be shown on the packing list.

9.2 Unless otherwise agreed in the CONTRACT, the transportation cost shall be borne by the SUPPLIER. In case that YUNEX TRAFFIC is responsible for the transportation costs, the costs shall be prepaid and separately invoiced to YUNEX TRAFFIC. No insurance or premium transportation costs will be allowed unless authorized by YUNEX TRAFFIC. Risk of loss, regardless of cause, is the SUPPLIER's responsibility until the GOODS are delivered. If the SUPPLIER is delinquent in delivery, YUNEX TRAFFIC may require shipment by the fastest means available, and any premium transportation charges therefore shall be the SUPPLIER's responsibility.

#### 10. QUALITY

10.1 For GOODS: All GOODS supplied shall conform to the standards and specifications described in the CONTRACT. The GOODS supplied shall also meet the national and/or industry standards of the state of the use.

10.2 For SERVICES: The SUPPLIER shall perform its SERVICES with care, skill, and diligence, up to the professional standards recognized by such profession, and shall be responsible for the professional quality, accuracy, completeness, and coordination of all the SERVICES and all the DELIVERABLES and other items furnished under the CONTRACT.

#### 11. INVOICES

11.1 Invoices shall indicate the YUNEX TRAFFIC address, order reference, the shipping location, the numbers of every single item, their description and price, invoice date, payment terms. If the invoice is issued as a down payment invoice, a partial delivery invoice or a final invoice it has to be marked as such. In case of the final invoice a reference to the previous invoices and their value should be indicated.

The term of payment of the invoices shall not run until this information is complete. Copies of invoices shall be marked as such.

#### 12. TERM OF PAYMENT

12.1 Unless otherwise stated in the CONTRACT and subject to Clause 12.2 hereunder, payment will be made at the end of the calendar month falling ninety (90) days from the date of the receipt of the invoice by YUNEX TRAFFIC provided YUNEX TRAFFIC receives the SUPPLIER's correct and valid invoice indicating the complete information set forth in Clause 11.1 above, and provided the GOODS have been correctly delivered or the SERVICES have been properly performed and YUNEX TRAFFIC has accepted them.

12.2 If the GOODS are not correctly delivered or YUNEX TRAFFIC has not accepted the SERVICES, the invoice shall be paid at the end of the calendar month falling ninety (90) days following the date when the discrepancy is corrected to YUNEX TRAFFIC's satisfaction.

12.3 Unless otherwise stated in the CONTRACT, the price confirmed by the SUPPLIER shall be inclusive of taxes.

#### 13. RIGHT TO REJECT

YUNEX TRAFFIC shall have the right, without prejudice to any other right which YUNEX TRAFFIC may have against the SUPPLIER, to reject the SUPPLIER's supplies of GOODS or SERVICES within a reasonable time of their delivery or completion and to terminate the CONTRACT if they are not in conformity with the CONTRACT or the terms and conditions of the CONTRACT. The making of payment shall not prejudice YUNEX TRAFFIC's right of rejection.

#### 14. [RESERVED.]

#### 15. TOOLS, PATTERNS, SAMPLES

Tools, patterns, samples, models, sections, drawings, standards, forms, documents, and gauges, etc., provided by YUNEX TRAFFIC, as well as items made with or to them, shall remain the property of YUNEX TRAFFIC and shall not without YUNEX TRAFFIC written approval be passed on any third party and not used for purposes other than those specified in the CONTRACT. They shall be safeguarded against unauthorized inspection or use.

#### 16. CHANGES

The SUPPLIER shall not alter or vary the GOODS or SERVICES, except as directed in writing by YUNEX TRAFFIC. YUNEX TRAFFIC shall have the right at any time during the execution of the CONTRACT, by notice in writing, to direct the SUPPLIER to make changes in the following: (a) specifications, drawings, data incorporated in the CONTRACT; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the CONTRACT, with the consent of YUNEX TRAFFIC, an equitable adjustment may be made in the purchase price or delivery schedule, or both. If the PARTIES cannot agree to such price or time adjustment within ten (10) working days (or such other time as may be then agreeable to both PARTIES), of SUPPLIER's receipt of YUNEX TRAFFIC's request for a change, YUNEX TRAFFIC may terminate the CONTRACT upon five (5) working days prior notice to the SUPPLIER.

#### 17. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

17.1 If the GOODS and/or SERVICES include SOFTWARE, the SUPPLIER agrees and acknowledges that YUNEX TRAFFIC may be on-selling the same to its customers or end users and warrants that it has good title to license the SOFTWARE.

17.2 The SUPPLIER grants to YUNEX TRAFFIC a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable license:

- (1) to use and allow others to use the SOFTWARE;
- (2) to sublicense the right of use under (1) above to any related corporations, other distributors and end users;

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(3) to grant a license to related corporations, and other distributors to sublicense the right of use to end users in accordance with (1) above;

(4) to copy the SOFTWARE for installation in hardware or to have such copied by related corporations or other distributors;

(5) to market and resell the SOFTWARE and any accompanying hardware either alone or as part of package; and

(6) to reproduce and distribute copies of the SOFTWARE in any medium, with or without modification.

17.3 The intellectual property in all commissioned SERVICES shall belong to YUNEX TRAFFIC unless otherwise agreed by the PARTIES. The SUPPLIER agrees to carry out all formalities to legally vest ownership of intellectual property rights in YUNEX TRAFFIC at YUNEX TRAFFIC' request. If by operation of law, any of the intellectual property rights is not owned in its entirety by YUNEX TRAFFIC automatically upon creation thereof, then the SUPPLIER agrees to assign, and hereby assigns, to YUNEX TRAFFIC and its designees the ownership of the intellectual property rights.

17.4 The SUPPLIER may include in SERVICES and/or DELIVERABLES pre-existing work or materials only if either they are provided by YUNEX TRAFFIC or if they are owned or licensable without restriction by the SUPPLIER. To the extent that pre-existing work or materials owned or licensed by the SUPPLIER are included in SERVICES and/or DELIVERABLES, the SUPPLIER shall identify any such work or materials prior to commencement of SERVICES involving such work or materials. The SUPPLIER hereby grants to YUNEX TRAFFIC (as an exception to the transfer and assignment provided in Clause 17.3 above) an irrevocable, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of, and prepare derivative works based upon, such work and materials, and the right to authorize others to do any of the foregoing.

17.5 The SUPPLIER will fully indemnify YUNEX TRAFFIC against any claim for infringement of intellectual property rights in connection with any GOODS or SERVICES supplied by the SUPPLIER to YUNEX TRAFFIC and against any and all costs, expenses, and damages which YUNEX TRAFFIC may incur or become liable for such infringement. YUNEX TRAFFIC shall give to the SUPPLIER prompt notice in writing of any claim being made or action threatened or brought against YUNEX TRAFFIC and will permit the SUPPLIER, at the SUPPLIER's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

17.6 If and when an infringement of an intellectual property right of any third party is claimed relating to any GOODS or SERVICES, or if such claim is to be expected, upon prior written approval of YUNEX TRAFFIC, the SUPPLIER shall at its own expense either acquire a license to use the GOODS or SERVICES or modify the GOODS or SERVICES so as not to infringe the intellectual property right, or replace the allegedly infringing GOODS or SERVICES.

## 18. PERMITS, LAWS AND TAXATION

18.1 The SUPPLIER shall, at its own costs, obtain all the permits, approvals and authorization as required for the performance of the WORK, comply with all the national and local laws and regulations applicable to the WORK, and pay all the taxes which are related to the WORK.

18.2 The SUPPLIER shall fully indemnify and hold YUNEX TRAFFIC harmless from any and all cost, liabilities, damages, expenses and/or attorney fees as caused by the SUPPLIER or its subcontractor if applicable and approved or any of its employees or agents in the following situations: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; (ii) failure to observe the above-mentioned laws and regulations; or (iii) failure to pay the above-mentioned taxes.

## 19. CLEAN-UP

The SUPPLIER shall, at all time, keep the work site free from accumulations of waste materials or rubbish. Upon the completion of the WORK, the SUPPLIER shall immediately remove its tools, equipment, scaffold and remaining materials, and ensure the WORK site is cleaned up before it leaves.

## 20. SAFE OPERATION

20.1 In performing the WORK, the SUPPLIER shall exercise the highest degree of care to prevent accidents and injuries to persons, damage or loss of property in, on or about the WORK site, disturbance to the neighborhood, and pollution of the environment, and shall promptly comply with any reasonable direction of YUNEX TRAFFIC for the prevention and elimination of above safety hazards.

20.2 The SUPPLIER shall fully indemnify and hold YUNEX TRAFFIC harmless against any claim, liabilities, loss or costs and expenses as a result of the SUPPLIER' s act or omission in the performance of the WORK. In the event any claim or suit is brought against YUNEX TRAFFIC based upon any such acts or omission of the SUPPLIER, the SUPPLIER, at its sole risk and expense, shall diligently defend against such claim or suit and shall promptly satisfy and discharge any judgment which may nevertheless be rendered against YUNEX TRAFFIC as a result thereof.

## 21. DOCUMENTS

All DOCUMENTS required in the CONTRACT are part of the WORK. Any DOCUMENTS missing shall be understood as a non-fulfillment of the CONTRACT and treated as such.

## 22. FORCE MAJEURE

Neither SUPPLIER nor YUNEX TRAFFIC shall be liable for failure of performing the CONTRACT when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the PARTY to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, acts of government (such as but not limited to change of laws and revocation of import permits), and outbreak of epidemic.

The PARTY affected by Force Majeure shall inform the other PARTY in writing without any delay with respect to the impact of such event on the performance of the CONTRACT.

Upon the occurrence a Force Majeure event, the SUPPLIER shall endeavor to continue to perform its obligations under the CONTRACT so far as is reasonably practicable. The SUPPLIER shall notify YUNEX TRAFFIC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The SUPPLIER shall not take any such steps unless directed to do so by YUNEX TRAFFIC.

If the SUPPLIER incurs additional costs in complying with the YUNEX TRAFFIC directions, the amount thereof shall be mutually agreed upon by both PARTIES.

If circumstances of Force Majeure have occurred, either PARTY may by reason thereof give notice to the other PARTY of its intention to suspend the execution of the performance.

After receipt of such notice, the PARTY shall examine the works, plant and materials affected by the suspension and shall take reasonable steps to minimize the effect and additional cost caused by the suspension.

If the execution of the CONTRACT is suspended for more than three (3) months either PARTY shall have the right to terminate the CONTRACT.

## 23. ASSIGNMENT AND SUBCONTRACTING

The CONTRACT shall not be assigned nor subcontracted by the SUPPLIER as a whole. The SUPPLIER shall not subcontract or assign any part of the GOODS and/or SERVICES without YUNEX TRAFFIC prior written consent, which shall not be unreasonably withheld, but the restriction contained in this Clause shall not apply to subcontracts for

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materials, for minor details, or for any part of which the makers are named in the CONTRACT. The SUPPLIER shall be responsible for all SERVICES and GOODS supplied by subcontractors.

#### 24. SUSPENSION

SIEMENS shall have the right to ask, in writing, the SUPPLIER to suspend the performance of part or all of the WORK.

During the suspension, the SUPPLIER shall protect, safely keep and ensure such part or all of the WORK away from any damage or loss and shall not continue the operation without approval from YUNEX TRAFFIC.

#### 25. COPIES OF SUBCONTRACTS

If YUNEX TRAFFIC has consented to the placing of subcontracts, copies of each subcontracting contract shall be sent by the SUPPLIER to YUNEX TRAFFIC immediately upon signing and prior to commencement of WORK by the subcontractor.

#### 26. YUNEX TRAFFIC'S PROPERTY AND INFORMATION

YUNEX TRAFFIC's property, such as drawings, specifications, data and the like, furnished to the SUPPLIER for performance of the CONTRACT shall remain the property of YUNEX TRAFFIC. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that the SUPPLIER makes or buys from others for producing or providing the GOODS/SERVICES and charged to YUNEX TRAFFIC's account shall become YUNEX TRAFFIC's property immediately upon manufacture or procurement. All such YUNEX TRAFFIC property shall be marked as property of YUNEX TRAFFIC, shall be held by the SUPPLIER on consignment at the SUPPLIER's risk, and shall be used exclusively to perform the CONTRACT, and shall not be duplicated or disclosed to others. Upon CONTRACT completion, all YUNEX TRAFFIC furnished property shall be returned to YUNEX TRAFFIC in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into GOODS/SERVICES supplies delivered or consumed in the performance of the CONTRACT.

#### 27. WARRANTY AND INDEMNITY

27.1 The SUPPLIER warrants all GOODS/SERVICES furnished under the CONTRACT shall (1) conform to YUNEX TRAFFIC's drawings, specifications, or other descriptions; (2) be of good material, design and workmanship and free of defects; (3) be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. GOODS/SERVICES that do not conform to the above warranties may, at any time within thirty-six (36) months after delivery to YUNEX TRAFFIC, be rejected and returned to the SUPPLIER, at the SUPPLIER's expense, for correction or replacement. If the SUPPLIER does not correct or replace within a reasonable period of time, YUNEX TRAFFIC may, at its sole discretion, (a) correct or replace the non-conforming GOODS/SERVICES at the SUPPLIER's expense; (b) demand a reduction in the purchase price; or (c) terminate the CONTRACT without assuming any liability. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of thirty-six (36) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. SUPPLIER shall further be liable for damages incurred to YUNEX TRAFFIC in respect of the CONTRACT.

27.2 Defective items shall be returned at the SUPPLIER'S expense and risk.

27.3 The SUPPLIER shall remedy at no charge to YUNEX TRAFFIC any defects in SERVICES that were not due to YUNEX TRAFFIC that appear within thirty-six (36) months from the completion of the SERVICES.

27.4 The foregoing warranties are in addition to all other warranties expressed or implied by law, or any warranties of additional scope given to YUNEX TRAFFIC by the SUPPLIER. Neither the foregoing nor

anything contained in these terms and conditions shall limit or impair any statutory or any other rights that YUNEX TRAFFIC may have.

27.5 SUPPLIER shall at its expense, defend, indemnify, and hold harmless YUNEX TRAFFIC and its officers, directors, employees, agents, parent, subsidiaries, customers and other affiliates from and against any claim, action, fines, punishment and other requests for compensation made by any third parties arising out of, incident to or in connection with GOODS/SERVICES provided by the SUPPLIER.

27.6 SUPPLIER shall maintain insurance in accordance with Appendix 3 hereto.

#### 28. INSOLVENCY AND BANKRUPTCY

If the SUPPLIER becomes insolvent or bankrupt or makes an arrangement with its creditors or has a receiver appointed or commences to be wound up, YUNEX TRAFFIC may, without prejudicial to any of its rights, terminate the CONTRACT forthwith by notice to the SUPPLIER or any person in whom the CONTRACT have become vested.

#### 29. CONFIDENTIALITY AND PUBLICITY

29.1 The SUPPLIER undertakes that it and the SUPPLIER's personnel, agents and subcontractors will fully respect the confidentiality of YUNEX TRAFFIC's internal business affairs. The SUPPLIER hereby undertakes to treat as confidential all information obtained from YUNEX TRAFFIC or communicated to the SUPPLIER pursuant to the CONTRACT (or through discussions or negotiations prior to the CONTRACT being entered into) or acquired in the performance of the CONTRACT, and will not disclose such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the CONTRACT and not for its own benefit or for the benefit of any third party.

29.2 The obligation of confidentiality and non-use of the SUPPLIER shall apply in particular to (a) all information concerning customers of YUNEX TRAFFIC, including knowledge of whether or not someone is a customer of YUNEX TRAFFIC, (b) any personal information of a person be it a customer or any other person such as an employee of YUNEX TRAFFIC, and (c) non-public information about the business of the YUNEX TRAFFIC, such as its organization, operational and technical processes, infrastructure and systems (including hardware and software), products and services, information on employees and contractual relations with third parties (trade and business secrecy). The SUPPLIER is obliged to preserve data secrecy and preserve confidentiality while processing the personal information under this Contract. This obligation of confidentiality and non-use shall not apply to the information:

(1) which is rightfully in possession prior to the commencement of the negotiations resulting in the CONTRACT; or

(2) which is already public knowledge or becomes so at a further date (other than as a result of breach of this clause); or

(3) which is communicated or disclosed to the SUPPLIER by a third party lawfully in possession thereof and entitled so to disclose it.

29.3 The SUPPLIER may disclose the confidential information of YUNEX TRAFFIC as set out in Clause 29.1 if the SUPPLIER is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law ("STATUTORY REQUIREMENTS"), provided that written notice of such STATUTORY REQUIREMENTS is given immediately to YUNEX TRAFFIC so as to give YUNEX TRAFFIC an opportunity to intervene and provided further that the SUPPLIER uses reasonable efforts to obtain assurance that such confidential information will be treated confidentially. Confidential information which is disclosed in such way must be marked "Confidential". Furthermore, the SUPPLIER shall disclose only the minimum confidential information required to be disclosed to comply with the STATUTORY REQUIREMENTS.

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29.4 The SUPPLIER shall not issue any press release or make any public announcement, or disclosure as to the existence of the CONTRACT or its contents, or any aspect of the business relationship contemplated by the CONTRACT without the prior written consent of YUNEX TRAFFIC.

#### 30. SETOFF

YUNEX TRAFFIC shall have the right at all times to set off any amount due or payable to the SUPPLIER under the CONTRACT against any claim or charge YUNEX TRAFFIC may have against the SUPPLIER.

#### 31. TERMINATION FOR CONVENIENCE

31.1 YUNEX TRAFFIC may, at any time, on reasonable notice to the SUPPLIER, terminate a PURCHASE ORDER due to YUNEX TRAFFIC's convenience without any cost or liability, save as set forth in Clause 31.2. Upon receipt of such notice of termination, the SUPPLIER shall, unless otherwise specified in such notice, immediately stop all work thereunder or, as the case may be, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon YUNEX TRAFFIC's request, return all related materials provided to the SUPPLIER by YUNEX TRAFFIC under such PURCHASE ORDER.

31.2 YUNEX TRAFFIC shall pay to the SUPPLIER the following amounts without duplication: (a) the contract price for all GOODS and/or SERVICES which have been completed in accordance with the PURCHASE ORDER and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by SUPPLIER in furnishing the GOODS and/or SERVICES under the PURCHASE ORDER, provided, however that, within thirty (30) days after receipt of YUNEX TRAFFIC's termination notice, the SUPPLIER shall provide YUNEX TRAFFIC a comprehensive termination claim, with sufficient supporting documentation and evidence relating to such payment to YUNEX TRAFFIC's satisfaction. In no event shall such payment made under this Clause exceed the total price for the GOODS and/or SERVICES terminated.

#### 32. TIME LIMIT TO EXCISE TERMINATION RIGHT

Unless otherwise agreed by both Parties, where either Party is entitled to terminate the CONTRACT and/or PURCHASE ORDER provided by this Contract or by law, the termination right shall be excised within three (3) years after this Party has known or should have known about the cause for termination. If the termination is attributable to multiple or repeated events, then the above three-year period shall commence from the date on which this Party has known or should have known about the latest event; if the termination is attributable to a continuous event, then the above three-year period shall commence from the date on which this Party has known or should have known that the continuous event stops.

#### 33. MOST FAVORABLE CUSTOMER

All of the prices, warranties and benefits provided by the SUPPLIER are comparable or better than the equivalent terms being offered by the SUPPLIER to any present customer. If the SUPPLIER shall, during the term of the CONTRACT, enter into arrangements with any other customer providing greater benefits or more favorable terms, the CONTRACT shall thereupon be deemed amended to provide it to YUNEX TRAFFIC.

#### 34. APPLICABLE LAW

The CONTRACT shall be governed by and construed in accordance with the laws of the State of Texas. The application of the UN-Convention on Contracts for the International Sale of Goods (CISG) is excluded.

#### 35. DISPUTE RESOLUTION

All claims, differences or disputes arising out of or in connection with the CONTRACT, including any question regarding its existence, validity, termination, or its performance, or in connection with arrangements regarding the performance of the CONTRACT ("DISPUTE") shall be settled by an amicable settlement between the PARTIES. An attempt to

arrive at an amicable settlement shall be deemed to have failed as soon as one PARTY so notifies the other PARTY in writing.

If amicable settlement has failed, the DISPUTE shall be submitted to the American Arbitration Association (AAA) and be arbitrated by three (3) arbitrators, unless the amount of controversy exceeds One Million (\$1,000,000) dollars, in which case a panel of three (3) arbitrators shall be used.

35.1 The seat of arbitration shall be Austin, Texas. The language of arbitration shall be English. The arbitration award shall be final and binding upon the PARTIES.

The arbitration award shall be substantiated in writing including any dissenting opinion. The arbitration tribunal shall also decide on the matter of costs of the arbitration and on the allocation of expenditure among the respective PARTIES.

#### 36. RESERVATION CLAUSE

YUNEX TRAFFIC shall not be obligated to fulfill the CONTRACT if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

#### 37. MISCELLANEOUS

37.1 No amendment to the CONTRACT or the supply of GOODS or SERVICES shall be of effect unless agreed in writing by both PARTIES.

37.2 Failure of YUNEX TRAFFIC to enforce compliance with any term or condition of the CONTRACT shall not constitute a waiver of such term or condition.

37.3 If any provision of the CONTRACT is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of the CONTRACT and the remaining thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

37.4 If individual provisions of the CONTRACT are or become ineffective, this shall not affect other provisions. The PARTIES shall amicably attempt to agree on new provisions of equal economic effect to the ineffective provisions they replace.

37.5 The CONTRACT and its attachments constitute the entire agreement between the PARTIES concerning the subject matter hereof, and supersede all prior agreements.

#### 38. CORPORATE RESPONSIBILITY IN THE SUPPLY CHAIN

38.1 The SUPPLIER shall comply with the principles and requirements of the 'Yunex Traffic Group Code of Conduct for Suppliers and Third Party Intermediaries and Third Party Intermediaries' attached hereto as Appendix ("CODE OF CONDUCT").

38.2 If requested by YUNEX TRAFFIC, the SUPPLIER shall not more than once a year either – at its option – provide YUNEX TRAFFIC with (i) a written self-assessment in the form provided by YUNEX TRAFFIC, or (ii) a written report approved by YUNEX TRAFFIC describing the actions taken or to be taken by the SUPPLIER to assure compliance with the CODE OF CONDUCT.

38.3 YUNEX TRAFFIC and its authorized agents and representatives and/or a third party appointed by YUNEX TRAFFIC and reasonably acceptable to the SUPPLIER, shall be entitled (but not obliged) to conduct – also at the SUPPLIER's premises – inspections in order to verify the SUPPLIER's compliance with the CODE OF CONDUCT.

38.4 Any inspection may only be conducted upon prior written notice of YUNEX TRAFFIC, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the SUPPLIER's business activities nor violate any of the SUPPLIER's confidentiality agreements with third

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parties. The SUPPLIER shall reasonably cooperate in any inspections conducted. Each PARTY shall bear its expenses in connection with such inspection.

38.5 In addition to any other rights and remedies YUNEX TRAFFIC may have, in the event of (i) the SUPPLIER's material or repeated failure to comply with the CODE OF CONDUCT or (ii) the SUPPLIER's denial of YUNEX TRAFFIC' right of inspection as provided for in Clause 38.3 above, after providing the SUPPLIER reasonable notice and a reasonable opportunity to remedy, YUNEX TRAFFIC may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder without any liability whatsoever.

38.6 Material failures include, but are not limited to, incidents of child labor, corruption and bribery, serious violation of personal information rights and failure to comply with the CODE OF CONDUCT's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the CODE OF CONDUCT or willful failures to comply with the CODE OF CONDUCT's environmental protection requirements.

#### 39. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

39.1 For all GOODS to be delivered and SERVICES to be provided according to the CONTRACT, the SUPPLIER shall comply with applicable export control, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") , and shall obtain all necessary export licenses, unless YUNEX TRAFFIC or any party other than SUPPLIER is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

The SUPPLIER shall advise YUNEX TRAFFIC in writing as early as possible but in no event later than the delivery date, of any information and data required by YUNEX TRAFFIC to comply with all Foreign Trade Regulations for the Goods and Services applicable in the countries of export and import as well as re-export in case of resale. In any case the SUPPLIER shall provide YUNEX TRAFFIC for each Goods and Service:

- (1) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Goods is subject to the U.S. Export Administration Regulations; and
- (2) All applicable national export list numbers; and
- (3) The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- (4) the country of origin (non-preferential origin) and
- (5) upon request of YUNEX TRAFFIC, SUPPLIER's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers )

(Export Control and Foreign Trade Data").

39.2 In case of any alterations to origin and/or characteristics of the Goods and Services and/or to the applicable Foreign Trade Regulations the SUPPLIER shall update the Export Control and Foreign Trade Data as early as possible but in no event later than the delivery date. The SUPPLIER shall be liable for any expenses and /or damages incurred by YUNEX TRAFFIC due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

#### 40. SAFETY REQUIREMENTS

The SUPPLIER shall read the following safety requirements and promise to comply with them during the execution of the CONTRACT. They shall be implemented without compromises.

- (1) The SUPPLIER shall set up a safety management system covering manufacturing activities caused by or cohesive to the CONTRACT.

- (2) The SUPPLIER shall provide safe working conditions that are required by OSHA and applicable laws, regulations, national safety standards or ones of a certain industry.

- (3) The SUPPLIER shall describe the specific actions, programs and procedures that will be implemented to manage risks associated with manufacturing caused by or cohesive to the CONTRACT.

- (4) The SUPPLIER shall ensure that any person admitted to the Site by SUPPLIER shall comply with the relevant safety procedures.

- (5) The SUPPLIER shall regularly do the safety inspection of manufacturing and rectify the nonconformities in time so as to reduce the risk of potential hazards as low as reasonably practical.

- (6) The SUPPLIER shall provide, as a minimum, safety training for the SUPPLIER's personnel to ensure necessary safety knowledge met.

- (7) In the event that the SUPPLIER has failed to comply with applicable safety laws, regulations, standards, or other CONTRACT safety requirements, a safety default notice will be issued to the SUPPLIER by YUNEX TRAFFIC. This notice is a written notification detailing specific aspects of the non-compliant areas for the SUPPLIER to rectify.

- (8) Repeated failure by the SUPPLIER to comply with the CONTRACT safety obligations will entitle YUNEX TRAFFIC to withhold or even partly deduct the payment.

#### 41. SECURITY IN THE SUPPLY CHAIN

41.1 The SUPPLIER shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, CTPAT). The SUPPLIER shall protect the goods and services provided to YUNEX TRAFFIC or provided to third parties designated by YUNEX TRAFFIC against unauthorized access and manipulation. The SUPPLIER shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

41.2 In addition to other rights and remedies YUNEX TRAFFIC may have, YUNEX TRAFFIC may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder in case of breach of these obligations by the SUPPLIER. However, provided that the SUPPLIER's breach of CONTRACT is capable of remedy, YUNEX TRAFFIC' right to terminate is subject to the proviso that such breach has not been remedied by the SUPPLIER within a reasonable grace period set by YUNEX TRAFFIC.

#### 42. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

42.1 Should the SUPPLIER deliver legally permissible GOODS, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the SUPPLIER shall declare such substances in the web database BOMcheck (www.BOMcheck.com) or in a reasonable format provided by YUNEX TRAFFIC no later than the date of first delivery of GOODS. The foregoing shall only apply with respect to laws which are applicable at the registered seat of the SUPPLIER or YUNEX TRAFFIC or at the designated place requested by YUNEX TRAFFIC.

42.2 Further more, the SUPPLIER shall also declare all substances which are set out in the so-called "YUNEX TRAFFIC list of declarable Substances" applicable at the time of delivery in the manner described above.

42.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the SUPPLIER will inform YUNEX TRAFFIC in a form agreed upon between

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the SUPPLIER and YUNEX TRAFFIC, but in no case later than the date of order confirmation.

#### 43. OTHERS

For the provision of GOODS and SERVICES under the CONTRACT, the SUPPLIER shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation.

These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.

#### 44. CYBER SECURITY AND DATA PROTECTION

##### 44.1 General Requirement

(1) The parties shall comply with all applicable laws relating to cyber security, data security and protection of personal information, including but not limited to the Cybersecurity Act, HIPAA, Gramm-Leach-Bliley Act, and Homeland Security Act, its implementing regulations and applicable national/international standards ("Applicable Laws").

The Applicable Laws shall be referred to in the interpretation of this Cyber Security and Data Protection clause e.g. with regard to the definition and scope of personal information, sensitive personal information, important data, national core data, network product, network service, processing as well as data cross-border transfer.

(2) SUPPLIER shall appoint a special contact person for personal information protection and cyber security related issues and provide YUNEX TRAFFIC with contact details of such person in written form for handling all information security related issues (available during business hours).

(3) SUPPLIER shall take appropriate organizational and technical measures in accordance with the mandatory requirements of Applicable Laws, as well as reasonable notifications made by YUNEX TRAFFIC from time to time, ensuring the confidentiality, authenticity, integrity and availability of SUPPLIER's Operation, products, services and of all of the data provided by YUNEX TRAFFIC or otherwise made available or accessible. These measures shall be consistent with good industry practice and shall include but not limited to establish an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 or Cybersecurity Multi-level Protection Scheme (to the extent applicable). "SUPPLIER's Operation" means all assets, processes and systems (including information systems), data (including YUNEX TRAFFIC data), personnel, and sites, used or processed by SUPPLIER from time to time in the performance of this Contract. SUPPLIER shall deal with all Data received from YUNEX TRAFFIC or its affiliates or otherwise become accessible to the SUPPLIER in accordance with the applicable laws as well as contractual provisions, and shall use all such data for the sole purpose of and to the necessary extent of performing this contract. As far as so requested by YUNEX TRAFFIC, SUPPLIER shall explain in detail how it will handle data transmission, storage and processing of the data it receives from YUNEX TRAFFIC and/or affiliates.

(4) SUPPLIER shall promptly report to YUNEX TRAFFIC all relevant information security incident occurred or suspected and vulnerabilities discovered in any SUPPLIER Operations if and to the extent YUNEX TRAFFIC is or is likely to be materially affected.

(5) SUPPLIER shall provide regular (but no less frequent than annual) training on the data protection and cyber security laws and regulations to its staff. The relevant records shall be kept for safety review (if any) and inspection, etc..

(6) SUPPLIER shall take appropriate measures to achieve that its subcontractors (if any) and suppliers shall be bound by obligations similar to the provisions of this Cyber Security and Data Protection Clause.

(7) Upon YUNEX TRAFFIC's request, SUPPLIER shall furnish written evidence of its compliance with this Cyber Security and Data Protection Clause including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

(8) Upon YUNEX TRAFFIC' request, SUPPLIER shall, to the extent that it relates to the products and/or services supplied by SUPPLIER, assist YUNEX TRAFFIC in fulfilling its statutory and contractual obligations, e.g., assisting YUNEX TRAFFIC in the risk assessment for data cross-border transfer and cybersecurity reviews free of charge. Upon request, the SUPPLIER shall provide the YUNEX TRAFFIC with all information necessary to enable the YUNEX TRAFFIC to fulfill its obligations to notify, record processing activities, conduct risk assessments, and conduct cybersecurity reviews in accordance with the Applicable Laws.

(9) SUPPLIER shall fully indemnify YUNEX TRAFFIC and hold YUNEX TRAFFIC harmless from any claims, penalties or damages incurred due to supplier's failure to comply with this Cyber Security and Data Protection clause.

(10) SUPPLIER shall provide to YUNEX TRAFFIC all related documentation and the current and readable source code and object code of software developed or converted for YUNEX TRAFFIC.

(11) YUNEX TRAFFIC has the right to yearly audit or have audited the SUPPLIER's compliance with the provisions of this Section 44 and applicable laws at the SUPPLIER's relevant site(s) without cause and, in addition, if YUNEX TRAFFIC has a justified suspicion that SUPPLIER is not in full compliance with those provisions, in each case upon reasonable prior notice.

##### 44.2 Personal Information Protection Undertakings of SUPPLIER

(1) "Personal information/personal data" means any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized.

(2) This Clause 44.2 applies to all activities in connection with the handling by SUPPLIER (including SUPPLIER's staff or its subcontractors (if any)) of the personal information made available to it by YUNEX TRAFFIC. The description of the respective project/matter for and in relation to which the personal information, personal information provided to or handled by SUPPLIER, the purpose of the handling, type of personal information as well as the categories of the data Subjects (an identified or identifiable natural person to whom personal information relate) shall be stipulated in writing in the Appendix 2 to these terms and conditions.

(3) The YUNEX TRAFFIC has the right to issue instructions to SUPPLIER. These instructions concern the extent, the nature and the procedure for handling of personal information with respect to the project/matter specified in the Appendix 2. Such instructions, any change, cancelation or supplement of/to the instructions shall be made in written form. SUPPLIER shall Process the personal information solely within the scope of the instructions issued by the YUNEX TRAFFIC, unless required to deviate by any applicable laws to which SUPPLIER is subject; in such a case, SUPPLIER shall inform the YUNEX TRAFFIC of these legal requirements prior to handling, unless that law prohibits such information on important grounds of public interest.

(4) SUPPLIER acknowledges that it is in YUNEX TRAFFIC' sole and absolute discretion to determine the purposes of the Processing of personal information, such purpose being defined in the Appendix 2 of these terms and conditions. SUPPLIER must carry out the handling solely for the purposes agreed upon in this Cyber Security and data protection clause and Appendix 2 and that it must not otherwise handle any personal information at any time, especially not for its own purposes.

(5) If personal information handled by this Contract has been or may be divulged, damaged or subject to loss, or unauthorized disclosure or access, SUPPLIER shall take remedial measures immediately and report to YUNEX TRAFFIC within 48 hours.

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(6) SUPPLIER may only use a sub-contractor to carry out any processing of any personal information with prior written consent from YUNEX TRAFFIC.

SUPPLIER must ensure that each sub-contractor: (a) prior to carrying out any processing of any personal information under this CONTRACT has entered into a written contract with SUPPLIER which includes terms equivalent to those in this CONTRACT; and (b) does not process any personal information in contravention of this CONTRACT and the applicable laws. In addition, SUPPLIER shall also ensure that, if required, YUNEX TRAFFIC is entitled to verify the relevant contracts signed by SUPPLIER and the sub-contractor.

Where the sub-contractor fails to fulfill its data protection obligations under such CONTRACT, the SUPPLIER shall remain fully liable to YUNEX TRAFFIC for the non-compliance of that sub-contractor with their data protection obligations.

(7) Upon YUNEX TRAFFICs' request, SUPPLIER shall assist YUNEX TRAFFIC in the data protection impact assessment. Upon request, SUPPLIER shall provide the YUNEX TRAFFIC with all information necessary to enable the YUNEX TRAFFIC to fulfill its obligations to notify, record processing activities, conduct data protection impact assessments in accordance with the applicable laws.

(8) SUPPLIER shall support YUNEX TRAFFIC in relation to safeguarding the rights and fulfilling the requests of the data subjects, in particular in relation to the access, copy, transfer, rectification, erasure of personal information by data subjects; withdrawal of consent; de-registration of accounts; and restriction of the processing of personal information as well as in relation to the provision of information and data for data subjects, and acting in accordance with the instructions of YUNEX TRAFFIC. If any data subject contacts SUPPLIER directly regarding the above rights, SUPPLIER shall inform YUNEX TRAFFIC within 48 hours of receiving such request and assist YUNEX TRAFFIC in responding to it.

(9) SUPPLIER shall promptly notify the YUNEX TRAFFIC of any queries from a data subject, regulator, or any other authority in relation to the Processing of any personal information under this Contract and coordinate all further steps with YUNEX TRAFFIC. SUPPLIER may only issue information to the data subjects after prior instruction from YUNEX TRAFFIC, except that SUPPLIER is legally obliged to provide any such information to the data subjects.

#### 44.3 Supply of the Network Products and/or Network Services

This Clause 44.3 shall apply if and to the extent SUPPLIER supplies network products and/or network services under the CONTRACT.

(1) SUPPLIER represents and warrants that either i. the network products and/or network services it supplies have no data collection function; or ii. if the network products and/or network services it supplies have the function of collecting data, SUPPLIER has informed YUNEX TRAFFIC of such data collection function and the scope of the data that will be collected by a written notice. For the purpose of this clause, data includes but not limited to personal information, operation data, business information etc.

(2) Without prejudice to other obligations of supplier hereunder, when supplying network products and/or network services, SUPPLIER shall comply with the following requirements:

a. The network products and/or network services supplied by SUPPLIER shall meet national and/or industrial standards, if any, and shall comply with all certification and/or inspection requirements if and to the extent applicable. SUPPLIER shall not set any malicious code in the network products and/or network services it supplies. SUPPLIER shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the network products and/or network services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC62443 or Cybersecurity Multi-level Protection Scheme (to the extent applicable).

b. SUPPLIER shall inform YUNEX TRAFFIC of any vulnerability and/or defect in the network products and/or network services it supplies within 2 days and shall take actions to remedy such vulnerabilities and/or defects immediately at its own costs. Such notification and remediation obligations shall survive the expiration of the warranty period and shall exist until YUNEX TRAFFIC notifies SUPPLIER in writing that no such notification or remediation is needed anymore.

c. SUPPLIER shall provide security maintenance services (including but not limited to repair, update, upgrade and provision of patches remedying vulnerabilities) for the network products and/or network services it supplies within the lifetime of the network products and/or network services. Such security maintenance services shall be provided free of charge within the warranty period or any other longer period agreed between the parties or required by applicable laws.

d. SUPPLIER shall provide to YUNEX TRAFFIC a bill of materials identifying all third party software components contained in the network products and/or network services. Third-party software shall be up-to-date at the time of delivery to YUNEX TRAFFIC.

e. SUPPLIER shall grant to YUNEX TRAFFIC the right, but YUNEX TRAFFIC shall not be obliged to test or have tested the network products and/or network services for malicious code and vulnerabilities at any time, and shall adequately support YUNEX TRAFFIC.

#### 44.4 Security Review

If the products and/or services of YUNEX TRAFFIC and/or YUNEX TRAFFIC' customer are subject to cyber/data security review under Applicable Laws, and if such security review is pertinent to the products and/or services supplied by SUPPLIER hereunder, SUPPLIER shall fully cooperate in such inspection and security review at its own costs. SUPPLIER shall ensure its sub-suppliers in the supply chain of the products and/or services it supplies fully cooperate in the said inspection and security review without incurring any additional costs to YUNEX TRAFFIC or YUNEX TRAFFIC' customers. SUPPLIER undertakes not to take advantage of the provision of products or services to illegally obtain or control user data or illegally control or operate users' equipment and not to interrupt product supply or necessary technical support services without justifiable reasons.

#### 44.5 Data provided to YUNEX TRAFFIC

(1) This Clause 44.5 applies to all activities in connection with the handling by YUNEX TRAFFIC of the data made available to it by SUPPLIER. SUPPLIER shall inform YUNEX TRAFFIC by a written notice whenever SUPPLIER provides YUNEX TRAFFIC with or gives YUNEX TRAFFIC access to personal information (e.g. personal information of SUPPLIER's employees), national core data, important data and/or other data subject to protection under applicable laws (collectively as "Data") so as to enable YUNEX TRAFFIC to deal with such Data in a way in compliance with the applicable laws.

(2) When providing YUNEX TRAFFIC with or giving YUNEX TRAFFIC access to the Data, SUPPLIER is obliged to create the prerequisites required by applicable laws, so that YUNEX TRAFFIC may, for the purposes of performing the CONTRACT and/or other reasonable purposes relating to the CONTRACT (e.g. project management, supplier management, etc.), collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any violation of the applicable laws. SUPPLIER hereby represents, warrants and covenants: (1) the Data provided to YUNEX TRAFFIC is lawfully collected and provided and does not infringe the right to privacy, personal information, trade secrets or other lawful rights and interest of others; (2) SUPPLIER is obliged to create the prerequisites required by applicable law (including any data protection impact assessment or any government assessment or approval (if any)), so as to enable YUNEX TRAFFIC to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract, collect, process/entrust a third party to process, use, transfer to a third party, share with a third

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party, disclose or transfer abroad the Data without any breach of applicable laws.

(3) YUNEX TRAFFIC has formulated a YUNEX TRAFFIC Business Partner Privacy Notice to specify how YUNEX TRAFFIC processes and protects the personal information of the contact person at YUNEX TRAFFIC' customers, suppliers and partners e.g. with regard to the categories of personal information processed, the purposes of the processing (e.g. performing promotion activities and ensuring compliance with YUNEX TRAFFIC Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject's rights, and data privacy contact etc. SUPPLIER is obliged to create the prerequisites required by applicable laws, so that YUNEX TRAFFIC may process the personal information of the contact person of SUPPLIER without violating the law. In particular, SUPPLIER has truthfully notified the relevant individuals of the following matters in clear and plain language, including but not limited to (a) the type, retention period and processing method (including but not limited to sharing, disclosure and cross-border transmission) of personal information provided by SUPPLIER to YUNEX TRAFFIC based on the purpose of this Contract; (b) YUNEX TRAFFIC's name and contact details; (c) the way and procedure for the individual to exercise his/her

rights; and (d) any other circumstance as provided by law or administrative regulations. In addition, where required by Applicable Laws, SUPPLIER shall obtain separate consent from the individual regarding personal information cross-border transmission by YUNEX TRAFFIC.

(4) SUPPLIER shall keep written proof for its fulfilment of the obligations set out under this clause, and make the written proof available to YUNEX TRAFFIC for review upon request.

(5) The above paragraphs shall apply no matter the provision of or access to Data is made upon the request of YUNEX TRAFFIC, or is initiated by SUPPLIER.

(6) SUPPLIER shall notify YUNEX TRAFFIC immediately of any complaints of data subjects, objections or requests of a competent supervisory authority, breaches of this clause or provisions of statutory law or in case of a reasonable suspicion of such complaints, requests or violations. SUPPLIER shall take remediation actions and measures immediately and shall inform YUNEX TRAFFIC of the remediation actions and measures that are taken without undue delay.

## APPENDIX 1 YUNEX TRAFFIC GROUP SUPPLIER CODE OF CONDUCT

This code of conduct defines the basic requirements placed on the suppliers and third-party intermediaries of YUNEX TRAFFIC concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third-party intermediary declares herewith to:

### Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

### HUMAN RIGHTS AND LABOR PRACTICES

- To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children, or migrant workers, or of (indigenous) communities.
- Prohibition of Forced Labor
  - Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.
- Prohibition of Child Labor
  - Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
  - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182. Non-Discrimination and Respect for Employees
  - Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
  - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language, and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
  - Working Hours, Wages & Benefits for Employees
  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
  - Adhere to all applicable working-hours regulations globally.
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages. > Health & Safety of Employees
  - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
  - Provide training to ensure employees are educated in health & safety issues.
  - Establish a reasonable occupational health & safety management system.
  - Restricted
  - Grievance Mechanism
  - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.
  - ENVIRONMENTAL PROTECTION
  - Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
  - Establish a reasonable environmental management system.
  - FAIR OPERATING PRACTICES
  - Anti-Corruption and Bribery
  - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
  - Fair Competition, Anti-Trust Laws, and Intellectual Property Rights
  - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
  - Respect the intellectual property rights of others.
  - Conflicts of Interest
  - Avoid and/or disclose internally and to YUNEX TRAFFIC all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
  - Anti-Money Laundering, Terrorism Financing
  - Not directly or indirectly facilitate money laundering or terrorism financing. > Data Privacy
  - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
  - Export Control and Customs
  - Comply with the applicable export control and customs regulations.
  - RESPONSIBLE MINERALS SOURCING
  - Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.
  - SUPPLY CHAIN
  - Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
  - Comply with the principles of non-discrimination with regard to supplier selection and treatment.

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**APPENDIX 2**

**Description of Data Handling**

1. The project/matter:  
(Description of the project/matter for and in relation to which the personal information is provided by Yunex Traffic to the Supplier for further handling)

.....,

2. Purpose of the data handling:

.....

3. Types of data:

Data categories	List of specific data used

.....,

4. Categories of data subjects:

Data subject	Description

## APPENDIX 3 Insurance **INSURANCE**

(A) Supplier shall, at its sole expense, maintain the types of insurance coverage(s) listed below. The coverage limits for each type of insurance listed below shall be the greater of: (i) the coverage limits listed below; or (ii) if the Purchase Order requires Supplier to maintain higher limits, then the coverage limits specified in the Purchase Order. Evidence of insurance required by this Purchase Order is to be furnished before any Goods/Services is commenced. Supplier and its Representatives shall maintain such insurance in full force and effect during the term of this Purchase Order, and, in addition, for as long as Supplier is under any warranty obligations arising out of this Purchase Order. All insurers on required insurance coverage(s) shall have an A.M. Best Rating of A- /VIII or better. Customer and its subsidiaries, Affiliates, and its or their Representatives, and/or any other party designated on the Purchase Order as applicable shall be named as an additional insured, with respect to the Commercial General Liability and Automobile Liability policies/coverage(s). All insurance certificates shall be in a form satisfactory to Customer and shall stipulate that the insurance will not be canceled without at least thirty (30) days prior written notice beginning upon the day of receipt of registered mail concerning same by Customer.

Supplier shall deliver the certificates of insurance, naming Customer and, if applicable, Customer's customer/end user, as the Certificate Holder. All of Supplier's policies of insurance, except for Workers' Compensation and Employers Liability, shall be primary insurance and noncontributing with any other insurance maintained by Customer, Customer's customer/end user and/or other parties. All of Supplier's policies of insurance, except for Worker's Compensation and Employer's Liability, shall contain a cross-liability or severability of interest clause. The limits of insurance set forth below may be satisfied by any combination of excess and primary insurance coverage. Supplier shall require all its insurers to waive all rights of subrogation against Customer, Customer's customer/end user, and their respective subsidiaries, Affiliates, and Representatives, and any other party designated as an additional insured.

(B) Supplier shall maintain the following insurance coverage(s):

(i) **Worker's Compensation Insurance** in accordance with the statutory requirements of the location in

which the Purchase Order is performed. If there is an exposure to injury to Supplier's employee under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage required by law shall be provided for same.

(ii) **Employer's Liability Insurance** with the following limits of liability:

- \$1,000,000 for each occurrence;
- \$1,000,000 Disease Policy
- \$1,000,000 Each Employee.

(iii) **Commercial General Liability Insurance**, in occurrence coverage form, with minimum limits of

\$5,000,000 per occurrence, including the following coverages:

- Products and Completed Operations
- Contractual Liability insuring the indemnity obligations assumed by Supplier under this Purchase Order
  - Premises/Operations
- Underground, Undermining, Explosion and Collapse (XCU) Hazard,
- Broad Form Property Damage (including Completed Operations)

## **YUNEX TRAFFIC TERMS AND CONDITIONS OF PURCHASE**

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(iv) **Automobile Liability Insurance**, including coverage for owned, hired, and non-owned automobiles and trucks used by or on behalf of the Supplier providing insurance for bodily injury, liability and property damage liability with minimum limits for each type of coverage of \$5,000,000 per occurrence.

(C) The following coverages are specifically required if a Purchase Order involves:

(i) exposure to Hazardous Materials, then Environmental Impairment Liability Insurance (including Asbestos)

with limits of \$5,000,000 per occurrence; (ii) watercraft owned, operated or chartered by Supplier or its Representatives, liability arising out of such watercraft shall be insured by the General Liability or by Protection and Indemnity Insurance with a CSL of no less than \$1,000,000 per each occurrence; (iii) the hauling and/or rigging of property in excess of \$100,000, Supplier shall carry "All Risk" Transit Insurance, or "All Risk" Motor Truck Cargo Insurance (Such insurance shall provide a limit of not less than the replacement cost of the highest value single lift or highest value being moved, whichever is greater, and insuring the interest of Supplier, Customer and Customer's customer/end user, as their respective interests may appear); (iv) aircraft (fixed wing or helicopter) owned, operated or chartered by Supplier or its Representatives, liability arising out of such aircraft shall be insured for not less than \$1,000,000 CSL each occurrence; (v) access, storage, transmission or processing of Customer's, its customer's /end user's, its or their Representatives' confidential information, a Cyber Liability Errors and Omissions Policy shall be procured by Supplier providing coverage, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least \$2,000,000 each occurrence; (vi) engineering, design and/or development services, Supplier shall procure Professional Liability and Errors and Omissions Liability Insurance providing coverage for acts, errors, omissions arising out of insured's negligence in an amount not less than \$5,000,000 (USD) per occurrence; (vii) Customer or Customer's customer's/end user's property under the care, custody and control of Supplier or Supplier's Representatives, Supplier shall obtain insurance covering loss or damage on a 100 percent replacement cost basis; (viii) Supplier, its Affiliates and/or its and their respective Representative being granted access to Customer or Customer's Affiliate's facilities, premises and/or systems, Supplier shall procure Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by its personnel, acting alone or with others, in an amount not less than \$1,000,000 (USD) per occurrence.

(D) The procurement, maintenance or acceptance of insurance coverage by Customer, if any, shall not: (i) relieve Supplier of liability for loss or damage in excess of the policy coverage limits specified herein; or (ii) limit or release Supplier of its obligations or liabilities under the Purchase Order.

(E) No delay or failure in declaring any default or in enforcing any of the requirements of this Appendix 3, and no course of dealing between Customer and Supplier shall constitute a waiver of any of the requirements of this Appendix 3.