

**THE TERMS AND CONDITIONS APPLICABLE TO PRODUCTS SUPPLIED  
AND SERVICES RENDERED TO NEMAK**

**ARTICLE 1**  
**Offer and Acceptance**

The Supplier shall be deemed to have unconditionally accepted these terms and conditions upon commencement of work towards supply of the Products or rendering of the Services, notwithstanding the Documents may or may not have been accepted. Any Supplier's document containing terms in addition to or inconsistent with these terms and conditions, or a rejection of any term hereof the Purchase Order, shall be deemed to be a counter offer to Client and shall not be binding upon Client unless specifically accepted in writing by Client. This section shall constitute a continuing objection to any such terms or rejections not specifically so accepted by Client. However, commencement of performance by Supplier, in the absence of written acceptance of such counter offer by Client, shall be deemed to be performance in accordance with these terms and conditions and an acceptance hereof, notwithstanding prior dealings or usage of trade.

**ARTICLE 2**  
**Purpose and Related Services**

**Section 2.1. Purpose.**

Where applicable, Supplier shall provide the Services or sell Products as indicated by Client in the Purchase Order, SOW, award letter or RFQ (collectively, the "Documents") and shall use its own personnel, materials, and other elements to fulfill its duties under the Documents.

**Section 2.2. Related Services.**

If requested by Client, Supplier shall provide any services that are necessary or convenient for the proper use of the Products (the "Related Services").

The Parties agree that these Related Services will be provided free of charge to Client at the Sites, or the facilities of Supplier or the suppliers of Supplier.

**ARTICLE 3**  
**Purchase Orders**

**Section 3.1. Purchase Orders.**

"Purchase Orders" will be issued for one-time purchases of Products requested by Client in the corresponding Purchase Order.

Supplier shall accept or reject any Purchase Order within the third business days following the date of receipt. If Supplier fails to accept or reject the corresponding Purchase Order within such period, it shall be deemed accepted.

**Section 3.2. Amendment or Cancellation of Purchase Orders.**

Client reserves the right to modify or cancel any Purchase Order by providing prior written notice to Supplier within ten business days following the date when the corresponding Purchase Order is deemed accepted.

**Section 3.3. Product Quantities; Forecasts and Estimates.**

Client shall purchase only those Products ordered in a Purchase Order. The Parties agree that this Agreement does not require Client to issue a minimum amount of Purchase Orders or for a minimum amount of Products.

Client may periodically provide Supplier with a forecast of the number of Products or a frequency of Services that it expects to request within a certain period of time (a "Forecast"). In addition, Client may provide to Supplier an estimate of the total number of Products that it expects to request during the term of this Agreement (the "Estimate"). Estimates and Forecasts are not binding to Client.

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**Section 3.4. Delivery.**

The Products shall be delivered and/or Services rendered, in the Site or Sites, date or dates, and packaging indicated by Client in the Documents. The risk of the Products shall be transferred by Supplier in accordance with the Incoterm indicated in the Purchase Order, and the ownership of the Products shall be transferred to Client simultaneously with the risk, unless otherwise indicated in the Purchase Order.

Supplier shall be responsible for and shall bear the cost of all delivery and discharge maneuvers at the delivery place.

The Supplier shall execute an inspection of the Products prior to shipment. Upon receipt of the Products, Client is only obliged to inspect the Products within a reasonable period of time for clearly recognizable defects or transport damage and identity and quantity deviations. In any case, a notification with regard to these defects shall be deemed to be timely if this takes place within 30 calendar days of receipt of delivery. In the case of all other defects, notification of the defects shall be deemed to be timely if this takes place within 5 business days of Client's knowledge of the defect. Any further obligations of Client to inspect the Products or to provide notification are excluded.

**Section 3.5. Logistical Agreements.**

The Parties may agree (i) that the Products shall be made available on a consignment basis at Client's Site(s); (ii) on the inventory rotation of the Products; (iii) that Supplier shall maintain a minimum level of existing inventory of Products; (iv) the issuance of production orders and releases; and/or (v) any additional logistical obligations, in each case, by including the applicable terms and conditions in the Documents.

**ARTICLE 4**  
**Insurance and Guarantee**

**Section 4.1. Insurance Policies.**

Supplier agrees to maintain a general liability insurance policy, that includes product liability coverage, with an insurer of recognized standing for up to US\$5,000,000 that covers any damage caused by Supplier to Client or any third party, including property damages, bodily injuries, consequential, punitive, moral, pain and suffering and direct damages. Upon

request by Client, , Supplier must deliver to the Company (i) a certificate from the insurer stating that (a) the term of the policy is valid for at least one year; and (b) Clients have been appointed as the preferential beneficiary and additional insured of the policy; and (ii) proof of payment of the policy. The insurance policy shall be maintained by Supplier during the term of this Agreement and for a 1-year period following termination thereof.

If so agreed by the Parties in the Documents, Supplier shall contract additional insurance policies.

**Section 4.2. Bonds and Guarantee.**

If applicable, Supplier shall provide the bond and/or other guarantees indicated in the Documents to ensure performance of the obligations set forth in this Agreement.

**ARTICLE 5**

**Price, Payment, and other Commercial Terms**

**Section 5.1. Price and Payment.**

The price of the Products and/or the consideration to be paid periodically for the rendering of the Services is indicated in the Documents (the "Price"), which shall remain in full force and effect during the term of this Agreement and for a period of 60 business days following the termination of this Agreement. The Price agreed upon herein comprises any and all taxes and associated costs due by the Supplier and levied on the Products and/or Services provided under this Agreement.

Supplier and Client may notify each other of any circumstance that could cause a change in the Price. In this case, the notice must (i) indicate the amount of the possible change in the Price; (ii) describe in reasonable detail the circumstance that could cause a change in the Price, enclosing any documents that could serve as proof for such circumstance; and (iii) indicate the Products or Services that would be subject to such change in the Price. Client reserves the right, in its sole discretion, to accept or reject any change in the Price.

Supplier represents and warrants that the Price and conditions of supply of the Products and/or Services are (i) equal to or less than the price and equal to or more favorable than conditions offered to Supplier's clients who purchase products and/or services similar to the Products and/or Services in similar quantities; and (ii) competitive with the price and conditions offered by other suppliers selling products or rendering services similar to the Products and/or Services in similar quantities and quality. If (a) Supplier reduces its prices or offers more favorable conditions to any of its customers for services and/or products similar to the Services and/or Products; or (b) Client finds a supplier who offers or sells products or services similar to the Products and/or Services at a lower price or under more favorable terms, then Supplier shall (1) match the Price to the price of the products and/or services offered to such customers or extend the more favorable condition to Clients; or (2) match the Price to the price offered by any other supplier who offers or sells products similar to the Products and/or Services identified by Client.

Unless otherwise agreed by the Parties, Supplier agrees to reduce the Price of the Products or Services upon any improvement in productivity or efficiency in the production of the Products or provision of the Services.

**Section 5.2. Rebates.**

Supplier shall grant the rebates set forth in the Documents.

**Section 5.3. Billing and Payment Term.**

Supplier agrees to comply with the billing and payment requirements established and communicated by Client from time to time.

Supplier shall issue an invoice based on the Purchase Orders issued by Client or based on the Services agreed with Client. The invoices must meet all requirements set forth in applicable laws.

Once Client receives an invoice that (i) complies with applicable law requirements; and (ii) has not been disputed by Client, then Client shall make payment of the invoice within the agreed period of time (the "Payment Term") by wire transfer to the bank account designated by Supplier. In any case, the payment of an invoice shall be made on the payment day indicated in the billing and payment requirements, and in case that such day and the last day of the Payment Term are different, the payment shall be made on the following payment day. For clarity purposes, the Parties agree that the Payment Term shall commence on the day in which (a) Client has received the Products and/or the Services have been rendered, as agreed by the Parties; (b) an invoice that complies with the requirements indicated in subsection (i) and (ii) of this paragraph has been received by Client; and (c) Client has satisfactorily registered the receipt of the Products and/or Services as provided in the billing and payment requirements.

Supplier acknowledges that the payment made by Client does not imply that the Products conform with the SOW, Specifications, descriptions or R&Ws.

The Parties agree that Supplier shall not assign any accounts receivable unpaid by Client. Notwithstanding the foregoing, Supplier may assign one or more accounts receivable to entities that carry out factoring transactions provided such entities have been previously authorized by Client.

Client has the right to deduct, set-off or withhold in good faith any payment to Supplier for any indebtedness related or not to this Agreement. Client shall provide notice to Supplier at least 1 calendar day before the day in which such deduction, set-off or withholding is made, as the case may be, describing the reason for the deduction, set-off or withholding.

**ARTICLE 6**

**Representations and Warranties**

**Section 6.1. Representations and Warranties.**

Supplier represents and warrants that (collectively "R&Ws"):

- (i) it is duly organized and existing under the applicable laws of its place of incorporation;
- (ii) its representative has any and all necessary authority to enter into and be bound by this Agreement;

- (iii) the execution and performance of this Agreement do not contravene its organizational documents, and it has the capacity, means, experience and infrastructure necessary to supply the Products and/or render the Services, pursuant to the terms therein;
- (iv) it acknowledges, understands and agrees to comply with Client's visitors, internal security, environmental, health, hygiene, environmental, and other policies;
- (v) it has obtained the licenses, permits, registrations, certificates, and any other authorization necessary for the execution and performance of this Agreement;
- (vi) the Products shall be free from any flaws, defects, or errors in their design, manufacture, materials, components, labor, assembly or any other;
- (vii) the Services shall be rendered free from any flaws, defects or errors, and be performed professionally and with the agreed quality standards;
- (viii) the Products shall comply with the SOW and descriptions that correspond to each Product, as well as to its components;
- (ix) the Products shall be safe, merchantable, fit for the use and purpose for which they are intended, designed or normally employed;
- (x) the Services shall be performed using generally accepted safe work practices and procedures;
- (xi) it shall comply with applicable law;
- (xii) if applicable, the Products shall be free from any liens, encumbrances, judgments, orders or requests from any governmental authority, and shall not be the subject to any trust, purchase or sale option, or any other contract;
- (xiii) it is the lawful owner of the intellectual property rights (including any trademark, patent, trade secret, know-how, design, and copyright) associated with the Products and/or Services, and it has the right to use, export, import, and/or sell the Products and any component thereof;
- (xiv) it shall not infringe or violate applicable law or intellectual property rights of any third party;
- (xv) it has not manufactured, contracted to have manufactured for, or supplied any products or Products that contain Conflict Minerals (as defined below);
- (xvi) none of Supplier, any of its directors, officers, agents, employees, advisors, shareholders, or, to the knowledge of Supplier, any of its suppliers or subcontractors, (a) is a Sanctioned Person, or (b) carries out any business in a Sanctioned Country;

- (xvii) it has not directly or indirectly (a) lent, contributed, made funds available, entered into contracts or otherwise done business with any Sanctioned Person or in a Sanctioned Country, or (b) sourced any raw materials necessary to produce the Products or materials necessary to render the Services from any Sanctioned Person or Sanctioned Country;
- (xviii) there shall be no claim, lawsuit or action, or any threat thereof against Supplier or Client related to a violation of intellectual property rights derived from or related to the purchase, use, export, import, and/or sale of the Products and of any component thereof; and
- (xix) it has entered into contracts with various companies for (a) the supply of raw materials necessary to produce the Products, and (b) the supply of any materials or personnel necessary to render the Services, without any legal inconvenience to continue to do so.

**Section 6.2. Code of Conduct.**

Supplier agrees to read and comply with Client's code of conduct, and any amendment thereto, published by Client on the following website: [www.nemak.com](http://www.nemak.com). Likewise, Supplier shall cause its employees, advisors, representatives, shareholders and suppliers to comply with said code of conduct.

**Section 6.3. Compliance with Applicable Laws.**

Supplier shall comply with, and shall cause its subcontractors and suppliers to comply at all times with any laws, regulations, decrees, and any other applicable regulations, and all permits and licenses that are necessary according to applicable law, without charge to Client.

Supplier will not directly or indirectly lend, contribute, make funds available, enter into contracts or otherwise do business with any Sanctioned Person or in any Sanctioned Country. Supplier shall comply with, and shall cause its subcontractors and suppliers to comply at all times with, the security standards and any other regulations communicated by Client, and with any other laws, regulations, and decrees concerning industrial and workplace safety.

**Section 6.4. Relationship of the Parties.**

Supplier shall perform its obligations under this Agreement with its own equipment, tools, and personnel, and shall be solely liable for any work-related accidents and/or occupational injuries affecting any of its agents and/or employees, or those of third parties contracted by Supplier. Supplier accepts that it shall be considered as the sole employer of the personnel used for the Services being rendered, and shall be under its immediate subordination and direction, in accordance with the applicable labor laws. In addition, Supplier agrees to be responsible for the direct payment of ordinary and extraordinary salaries, holidays, bonuses, seniority benefits, accidents, disabilities, dismissals, as well as any other labor and social security obligations and benefits. Client shall not, in any way, be considered as a substitute employer of Supplier's personnel or of the personnel employed by Supplier's subcontractors.

**Section 6.5. Corporate Social Responsibility.**

Supplier acknowledges Nemak's commitment to corporate social responsibility through the production chain of its products. Nemak has implemented and could implement various internal policies and codes of conduct applicable to Supplier's operations, and to the conduct of its employees, advisors, shareholders, suppliers and subcontractors.

Therefore, Supplier shall read and comply with the internal policies, and any amendments thereto, that are published from time to time by Nemak on the following website: [www.nemak.com](http://www.nemak.com). Additionally, Supplier shall cause its employees, advisors, representatives, shareholders and suppliers to comply with such internal policies.

**Section 6.6. 10 Principles of the United Nations Global Compact.**

Nemak has decided to follow the 10 Principles of the United Nations Global Compact and to require that participants in the production chain of its products, including Supplier, follow and be bound by such principles.

Supplier agrees to abide by the 10 Principles of the United Nations Global Compact, and shall therefore (i) support and respect the protection of internationally proclaimed human rights; (ii) ensure that it is not complicit in human rights abuses; (iii) uphold the freedom of association and the effective recognition of the right to collective bargaining; (iv) refrain from using or contracting with companies that use forced or compulsory labor; (v) refrain from employing or contracting with companies that employ minors; (vi) refrain from incurring or contracting with companies that incur in discrimination in respect of employment and occupation; (vii) support a precautionary approach to environmental challenges; (viii) undertake initiatives to promote greater environmental responsibility; (ix) encourage the development and diffusion of environmentally friendly technologies; and (x) work against corruption in all its forms, including extortion and bribery.

**Section 6.7. Workplace, Industrial Safety and Environment.**

Supplier shall comply with, and shall cause its subcontractors and suppliers to comply at all times with, the environmental and safety standards and procedures and any other regulations communicated by Client, and with any other laws, regulations, and decrees concerning the environment and industrial and workplace safety.

**ARTICLE 7**

**Returns, Re-Render, and Late Deliveries**

If Client reasonably determines that the Products are defective or that Services have been rendered unsatisfactorily (despite the fact that the Products or Services have been accepted at the time of delivery or even paid) and/or that they do not comply with the SOW, descriptions or R&Ws ("Defective"), Client shall provide notice to Supplier of such circumstance.

If Client determines that certain Products or Services are Defective, then Client reserves the right to (i) return the Products or request the re-rendering of Services at Supplier's cost; (ii) be indemnified by Supplier for any damages or losses and from any action that Client must carry out, including plant or production lines closures or stoppages, or voluntary recall of the Product; (iii) request that a third party or Supplier repair or replace the Defective Products or re-render the Services, in both cases at Supplier's cost; (iv) obtain substitute products or services of the Products or Services at Supplier's cost; and (v) to demand payment of the

liquidated damages set forth in this Agreement. In addition, Supplier shall submit a corrective action plan to resolve the root cause of the Defective Products.

If Client decides to return the Defective Products or reject the Defective Services, then Supplier shall pay Client the costs incurred in returning the Defective Products or rejecting the Defective Services and, at Client's option, (a) Supplier shall send replacements of the Products deemed Defective Products without any additional cost or re-render the Services; or (b) Supplier shall deliver to Client a credit note for the value of the Defective Products or Defective Services.

Client may authorize Supplier to collect the Defective Products, at its own cost, within a period agreed by the Parties. If Supplier does not collect the Defective Products, Client reserves the right to (1) charge Supplier a reasonable commission for the storage of the Defective Products until the date that Supplier collects such Defective Products; or (2) dispose of the Defective Products at Supplier's cost.

Supplier further acknowledges and agrees that any return of Defective Products, regardless of the reason, shall be at its own cost, including the costs of loading and unloading the Defective Products.

If Supplier is not able to deliver the Products or render the Services on the date indicated in the Purchase Order, Client shall have the right to (1) request that the Products be sent expeditiously by any alternative transportation selected by Client at Supplier's cost; or (2) cancel the Documents without any liability to Client.

## ARTICLE 8 Damages and Termination

### Section 8.1. Damages.

Supplier acknowledges and agrees that timely and complete performance with its obligations under this Agreement is of the essence to Client, and that any breach, partial or total, or delay in the performance of its obligations would cause substantial and potentially irreparable damages to Client.

### Section 8.2. Non-Exclusive Supply; Change in Product Volume.

The Parties agree that the execution of this Agreement does not (i) limit Client's right to purchase Products or contract Services from any third parties; or (ii) imply that Client will issue Purchase Orders or that Client will continuously request the same volume of Products or frequency of Services, or continue requesting any Products or Services.

### Section 8.3. Notice of Default.

Should Client identify a breach or default of one or more obligations of Supplier, Client shall notify Supplier within a reasonable time and shall, if possible, show reasonable evidence of the corresponding breach or default (the "Notice of Default"). The Parties agree that the number of days in breach or default shall be counted as of the first calendar day in which the breach or default occurred and was identified by Client.



**Section 8.4. Termination.**

The termination of this Agreement implies the automatic termination of any Purchase Order in full force and effect on such date, unless otherwise agreed to by the Parties in writing.

Client shall have the right to terminate this Agreement at any time by giving written notice to Supplier at least 30 calendar days prior to the effective termination date.

Client shall have the right to terminate this Agreement if Supplier fails to perform any of its obligations under this Agreement.

Supplier may terminate this Agreement if Client fails to perform any of its obligations and such breach is not remedied within a reasonable time following the date in which Supplier notifies such breach to Client. If such were the case, Client shall pay any accrued and unpaid amounts under this Agreement. Termination of this Agreement due to breach of one of the Clients does not imply the termination of this Agreement with respect to the other Clients.

**ARTICLE 9**

**Miscellaneous Section 9.1. Term.**

This Agreement shall commence on the last date indicated in the signature page, and shall remain in full force and effect for a period of 1 year.

This Agreement shall be renewed automatically for succeeding periods of 1 year each unless either party gives written notice to the other at least 15 days, prior to the expiration of the term or renewal period, of stating its intention to terminate this Agreement upon expiration of the term or renewal period.

**Section 9.2. Order of Precedence; Schedules; Incorporation by Reference.**

If there are any contradictions between the terms of a Purchase Order, invoice or other document and this Agreement, then this Agreement shall prevail.

**Section 9.3. Clients.**

Supplier agrees that the Company is acting as an agent for Client. The issuance of a Purchase Order by Client will constitute such Client's consent to be bound by the terms and conditions set forth in this Agreement and will henceforth be one of the Parties to this Agreement.

Supplier agrees that the obligations of Clients under this Agreement are several but not joint. Therefore, each Client shall be individually liable for its performance and compliance with its obligations under this Agreement.

References to "Client" shall include each and any Client, on an individual basis, and references to Clients shall refer to all Clients, collectively.

**Section 9.4. Indemnification.**

Supplier agrees to indemnify, defend and hold Client, its affiliates, subsidiaries, shareholders, directors, employees, agents, successors and assigns harmless from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or

expenses of whatever nature or kind (including reasonable attorney's fees, court costs and disbursements), incurred by any Client as a result of the breach by Supplier of any R&Ws, representation, or obligation set forth in this Agreement.

The rights granted to Client under this section are independent of and in addition to any other rights to which Client may be entitled under applicable law.

**Section 9.5. Confidential Information and Personal Data.**

The Parties agree that the term "Confidential Information" shall mean any information property of or in the possession of Client or Supplier (the "Disclosing Party"), that is or has been provided or otherwise disclosed to Supplier or Client, as the case may be (the "Receiving Party"). Confidential Information may include, without limitation, any technical, operational, administrative, commercial, legal, business and systems information, as well as data, personal information, know-how, market, financial, sales, costs, and other materials that are provided to Receiving Party by Disclosing Party, regardless of how the Confidential Information is maintained, provided, discussed, disclosed or made available to Receiving Party.

**Section 9.6. Force Majeure.**

Any non-performance or delay in performance by Supplier or Client (the "Nonperforming Party") shall not be considered a breach or default if such non-performance or delay is due to a fire, flood, severe storm, explosion, war, insurrection, terrorism, or earthquake. If Supplier is the Nonperforming Party, then Client shall have the right to: (i) acquire the Products at a reduced price; (ii) cancel any Purchase Order; and/or (iii) terminate this Agreement if Supplier is prevented from fully complying with its obligations for more than 5 calendar days.

**Section 9.7. Precedence.**

In the event of a conflict in the Documents, the order of precedence will be: (a) the applicable Purchase Order; (b) the SOW; (c) the award letter; (d) the RFQ; (e) these terms and conditions; (f) any exhibits, attachments, schedules, and documents included or referenced in the Documents.

**Section 9.7. Assignment.**

Supplier shall not assign, in whole or in part, any of its rights or delegate any performance under this Agreement, either by agreement or by operation of law, except with the prior written consent of Client. Any assignment or delegation in violation of this Section is void. Client reserves the right to assign any of its rights or delegate any performance under this Agreement to any of its affiliates, subsidiaries or shareholders, by providing written notice to Supplier at least 5 days prior to the assignment or delegation.

**Section 9.9. Amendment and Waiver.**

Amendments to this Agreement shall be in a written agreement executed by Supplier and the Company that is identified as an amendment to this Agreement. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. Each waiver shall be effective only in that instance and for the purpose that it is given, and shall not be construed as a waiver on any future occurrence. The rights of any Client shall be enforceable separately or jointly with any other Client, and are cumulative to any rights or remedies provided by applicable law.

**Section 9.10. Non-Solicitation.**

To the extent permitted by law, Supplier shall not, and shall cause its affiliates, subsidiaries and shareholders not to, directly or indirectly, offer employment or hire any employee of Client or their respective affiliates, subsidiaries or shareholders. This obligation shall survive for a period of 1 year after termination of this Agreement.

**Section 9.11. Headings**

The headings placed before each of the Articles or sections of this Agreement are for convenience of reference only and are not intended to affect the interpretation of this Agreement.

**Section 9.12. Severability.**

If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. Supplier and Client agree to negotiate in good faith to amend the article or section that has been held invalid, illegal or unenforceable, so as to replace it with a valid, legal and enforceable provision which will, from a commercial standpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the parties in entering into this Agreement.

**Section 9.13. Entire Agreement; Counterparts.**

This Agreement and its Exhibits and Schedules shall be the only agreements between Supplier and Client in connection with the supply of the Products and the rendering of the Services, and shall supersede any prior oral or written agreement in connection with the same. The Parties may execute this Agreement in multiple counterparts, each of which shall constitute an original. The signatures of the Client and Supplier need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the Parties.

**Section 9.14. Survivability.**

Notwithstanding the provisions regarding term and termination of this Agreement, the rights and obligations set forth in Section 2.2, Article 4, Sections 6.1(vi), 6.1(vii), 6.1(viii), 6.1(ix), 6.1(xi), 6.1(xii), Section 6.3, Article 7, Section 9.3, Section 9.4 and Section 9.5 shall survive the term or early termination of this Agreement for a period of 3 years following the end of the term or early termination of this Agreement. Provisions that set forth a different survivability period shall survive for the period set forth in any such provision.

**Section 9.15. Taxes.**

The Parties agree that Client and Supplier shall each be responsible for the payment of their corresponding levies, duties or other taxes imposed by applicable law. However, import duties and expenses shall be paid in accordance with the applicable Incoterm. Notwithstanding, Supplier shall provide to Client any information or document reasonably requested (i) to make any tax deductions; (ii) to prove the payment of any taxes, duties or levies; (iii) to show them to the governmental authorities; or (iv) for any other reason.

**Section 9.16. Governing Law and Forum.**

The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

All matters arising out of or relating to this Agreement shall be governed by the laws of the place of incorporation of Nematik, without giving effect to its conflicts of law principles.

The Parties agree that any legal action or proceeding arising out of or relating to this Agreement may be brought before the competent courts in (i) the place of incorporation of Nematik; (ii) the place where the Products are located at the time in which any proceeding is initiated; or (iii) the city in which Client has its registered address or corporate address.