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Translated version from the French edition of the MMT-B Terms and Conditions. In case of legal dispute, the French version remains the legal basis.

These terms and conditions describe the General Terms and Conditions of Purchase of Production Materials and Related Services integrating the nomenclature of a finished product for MANUFACTURING THE MOBILITY OF TOMORROW IN BORDEAUX, hereinafter also referred to as “MMT-B”:

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1. General terms and conditions / Scope of application

1.1 The relationship between the SUPPLIER and MMT-B shall be governed by the general terms and conditions hereinafter (the "Terms and Conditions of Purchase") and, as the case may be, by the additional or different conditions negotiated and explicitly accepted in writing by the SUPPLIER and by MMT-B.

1.2 Acceptance by the SUPPLIER of any order placed by MMT-B shall entail irrevocable acceptance on the part of the SUPPLIER of application of these Terms and Conditions of Purchase to the order. Any additional, contrary or different terms and conditions that may be included, for example, in the General Terms and Conditions of the SUPPLIER or negotiated between the parties, shall apply only if MMT-B accepts the said conditions in writing before placing its order.

1.3 The Terms and Conditions of Purchase shall also apply to all the future orders of MMT-B, even if MMT-B does not refer to the Terms and Conditions of Purchase for each order or updated order. These Terms and Conditions of Purchase shall remain in force as long as MMT-B does not issue new Terms and Conditions.

2. Conclusion of the contract (orders and receipt), modifications and amendments

2.1 Supply contracts (orders and receipts), purchase order forms and other operations between MMT-B and the SUPPLIER, as well as all modifications and amendments thereto (order updates), shall be drawn up in writing and be the subject of electronic data transfer.

2.2 Any non-written (verbal) agreement made before, during or after the conclusion of the contract, in particular after modification or change of the Terms and Conditions of Purchase (including this clause relating to written contracts), as well as any ancillary or accessory agreement of any kind whatsoever, shall be subject to written confirmation by MMT-B.

2.3 The costs incurred by the SUPPLIER to prepare and produce quotes shall not be reimbursed by MMT-B, unless otherwise agreed in writing.

2.4 If the SUPPLIER does not accept an order from MMT-B in writing within fourteen calendar days following receipt of the order, MMT-B shall be entitled to cancel the said order in writing without charges.

2.5 To an extent reasonably acceptable to the SUPPLIER, MMT-B may ask the SUPPLIER to modify its product construction and manufacturing processes. The impact of such modifications, particularly with regard to additional costs or reductions in costs and amended delivery dates, shall be resolved in an appropriate manner and by mutual agreement.

3. Product price and payment terms

3.1 The SUPPLIER shall indicate the price of the product on the order form counterpart returned to MMT-B or on any other suitable medium. No contract shall take effect until MMT-B has accepted the price of the product concerned in writing. All additional costs (customs duties, packaging, transport, insurance) shall be specified separately in the offer made by the SUPPLIER and shall be borne by the SUPPLIER (with the exception of applicable value added tax (VAT)), unless otherwise agreed in writing. Any increase in the price of the product, including additional expenses, shall be subject to the prior written approval of MMT-B.

3.2 Unless otherwise agreed, payment for the products delivered shall be made within 60 days of the date of issue of the invoice. The said period only begins to run on the date of receipt by MMT-B of the entire delivery in accordance with the information indicated on the corresponding invoice.

4. Delivery dates, risk transfer, transport

4.1 Delivery dates and conditions are defined in the order form or any written document from the SUPPLIER confirming the order.

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4.2 All deliveries to MMT-B shall be made DDP (Incoterms 2020) to MMT-B's site or to the address indicated by MMT-B, unless different delivery conditions have been agreed on in writing. MMT-B shall be entitled to change the DDP delivery terms to FCA (Incoterms 2020). Should MMT-B adopt FCA terms, the transport costs shall be deducted from the price. If MMT-B covers the transport costs, the SUPPLIER shall be required to choose the most commercially suitable means of transport and packaging, unless these are determined by MMT-B.

4.3 If the parties agree on DDP delivery, the day of arrival of the product and the shipping documents at MMT-B's site or at the designated address constitutes delivery on time on the agreed delivery date. This also applies in the event of agreement on an FCA delivery; in that case, however, the SUPPLIER shall be required to ship the products taking into account the time normally required for shipment and transport.

4.4 In the order, MMT-B shall indicate the date of any partial deliveries desired. Forecasts sent to the SUPPLIER by MMT-B concerning estimated quantities shall not be binding on MMT-B.

4.5 Should the SUPPLIER supply more or fewer products than the numbers specified in the order, and/or in the event of early or delayed delivery, MMT-B reserves the right to refuse delivery at the expense of the SUPPLIER or to modify the invoice accordingly.

4.6 The SUPPLIER shall inform MMT-B immediately in writing of any foreseeable delay in delivery compared to the agreed or fixed dates and/or concerning fulfilment of other obligations. Concomitantly, the SUPPLIER shall inform MMT-B of the reasons for the delay and its duration. Physical receipt of the delayed delivery of products shall not constitute a waiver by MMT-B of its rights arising from delayed delivery.

5. Delayed delivery

The delivery date agreed upon in the order is an essential condition of the contract. The SUPPLIER shall ensure that the said date is met. It may be modified only with the prior written approval of MMT-B. The effective delivery date is the date on which MMT-B receives all the compliant products as stipulated in the order.

Should the SUPPLIER fail to meet the delivery date, MMT-B may apply a penalty of 0.5% of the total order amount per calendar day of delay, up to a limit of 10% of the amount of the order in question, in addition to possible damages.

In the event of a delay likely to result in a penalty greater than the 10% ceiling, MMT-B shall be entitled to cancel the order in question at its sole discretion. The said cancellation may be carried out by means of a simple written notice sent by MMT-B to the SUPPLIER without prejudice to MMT-B's right to claim damages with a view to obtaining full compensation.

6. Force majeure

6.1 Any delay or failure by a party to fulfil its contractual obligations shall be excused in the event of force majeure. Any event defined as such by article 1218 of the French Civil Code and by the case law of the French courts of appeal and judicial courts shall constitute a case of force majeure exonerating the party from liability, such as, without limitation: legal measures, fires, floods, windstorms, explosions, social unrest, natural disasters, wars, sabotage, epidemics or pandemics (hereinafter referred to as "force majeure" or "force majeure events"). The parties have however explicitly excluded from the scope of force majeure social disputes (including strikes and lock-outs), the impossibility to procure materials, components or services and/or the imminent insolvency of the SUPPLIER and/or of the suppliers of the latter.

6.2 Any Party wishing to invoke a force majeure event shall inform the other Party as soon as it becomes aware of the occurrence of such an event. The Party affected by the force majeure event shall make every effort to avoid, eliminate or reduce the causes of the delay and resume performance of its obligations as soon as the event invoked has disappeared. In any event, for the entire duration of the suspension of the obligations of the party affected, MMT-B shall be entitled to obtain deliveries from a third party.

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6.3 Should the case of force majeure exceed 30 (thirty) days without interruption or at least 60 (sixty) days in total over a period of 180 (one hundred and eighty) consecutive days, MMT-B shall be entitled to terminate all or part of the Contract ipso jure. In that case, neither of the Parties may require any compensation or damages from the other. The obligations pertaining to products delivered or services provided previously shall not be affected by these provisions.

7. Warranty

7.1 MMT-B shall inform the SUPPLIER of any defects found in the products delivered within 5 (five) business days of their discovery, by means of written notice. Late notice of defects shall not affect MMT-B's right to make a legal or contractual claim under or following the delivery of defective products. Payments made by MMT-B do not in any way constitute an acceptance of defects or a waiver of the warranty rights of MMT-B or of any other rights arising from defects.

7.2 Unless otherwise specified in these Terms and Conditions of Purchase, the currently applicable legal provisions on legal guarantees will apply. Any defect shall be deemed to constitute a breach by the SUPPLIER of their obligations, unless the said defect is immediately corrected by the SUPPLIER or MMT-B is able to repair the defect without unreasonable effort.

Should the SUPPLIER fail to remedy the defect immediately at the request of MMT-B (replacement or repair), MMT-B shall be entitled, in urgent cases, to carry out the repair operations itself or to have them carried out by a third party, in particular in order to avoid further damage or in the event of imminent danger. The SUPPLIER shall bear the repair costs incurred. Moreover, the SUPPLIER shall bear the additional repair costs related to the defects, including the costs of transport, assembly and disassembly, administrative costs and handling costs as well as all other expenses related to repairing the defect. All remedies provided by law or other contractual remedies related to the supply of defective products shall remain applicable.

7.3 Unless explicitly agreed otherwise in writing, the warranty period shall be 36 (thirty-six) months. The warranty period starts from the discovery of the defect by the end customer of the product into which the SUPPLIER product will be integrated, and ends at the latest on expiry of a period of 42 (forty-two) months from delivery to MMT-B or to a third party designated by MMT-B. Where the product is subject to a formal acceptance test, the warranty period will start as from acceptance of the product by MMT-B; in the event of a delay in the acceptance test not attributable to the SUPPLIER, the warranty period will start at the latest 12 (twelve) months after the SUPPLIER has supplied the product for the purposes of the acceptance test.

7.4 Regarding products that are unusable during the inspection of the defective product or during repair operations, the corresponding warranty period will be extended by a period proportional to the period during which the products are unusable.

7.5 If replacement products are delivered or if a repaired product has the same defect or if a defect arises from the repairs carried out, the corresponding warranty period will start again.

8. Product liability / Compensation / Insurance

8.1 Should MMT-B be the subject of a claim based on product liability due to a defect in the products delivered by the SUPPLIER, the SUPPLIER shall be required to indemnify and hold MMT-B harmless from all claims made by third parties, insofar as such claims arise from a defect in the product delivered by the SUPPLIER. Where the liability of MMT-B arises from an act of negligence or an intentional fault, the SUPPLIER shall only be held liable if the situation is caused by the SUPPLIER. In cases of objective liability, these provisions shall apply only if the SUPPLIER is in default.

8.2 Moreover, and subject to the provisions of clause 9.1, the SUPPLIER shall be required to reimburse MMT-B for all costs and expenses relating to legal fees and recall procedures, if the claims in question result from a defect in the product delivered by the SUPPLIER. MMT-B shall inform the SUPPLIER - as far as possible and as soon as possible - of the extent of the recall and the SUPPLIER shall provide an explanation in that regard. The SUPPLIER shall be required to take out (and to provide evidence of doing so) and to maintain in force civil liability insurance in respect of such recalls,

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with the amounts covered being adapted to each personal injury / material damage. In all other cases, legal provisions shall apply.

8.2 Liability - Insurance

The SUPPLIER as well as their subcontractors or the third parties declared under the contract undertake to provide MMT-B with a certificate of general and professional civil liability insurance which will cover, for the duration of the order, their professional activities, their activities on the business site in respect of the assignments or work entrusted to them by MMT-B, damages of any kind caused to third parties, damage caused to the goods entrusted to them by MMT-B as soon as they are made available and for as long as they have them.

9. Retention of title

9.1 MMT-B shall be entitled to sell the product in the framework of its normal business activities, without accepting any retention of title which could be stipulated, for example, in the General Terms and Conditions of Sale of the SUPPLIER.

9.2 The SUPPLIER shall inform MMT-B immediately of any rights which a third party may have to the product. This clause also applies to any (possible) assignment of the SUPPLIER's claims to third parties in respect of the products.

9.3 MMT-B shall retain ownership of all materials, parts, containers and/or special packaging which it supplies to the SUPPLIER. These items shall be used exclusively in compliance with the agreed conditions of use. Processing and assembly of these items shall be carried out on behalf of MMT-B. MMT-B shall become the co-owner of the products which incorporate MMT-B materials and parts. The co-ownership share shall be proportional to the value of the MMT-B items in relation to the total value of the product. The items supplied by MMT-B shall be kept in good condition by the SUPPLIER.

10. Assignment, offsetting, right of retention

10.1 Should the SUPPLIER assign their claims with respect to MMT-B without duly informing the latter, MMT-B shall retain the right to pay the sums due to the SUPPLIER.

10.2 The SUPPLIER shall benefit from an offsetting and retention right only if these rights are undisputed or confirmed by an enforceable judgement. In addition, the right of retention must be based on the same contractual relationship.

11. Tools and packaging

11.1 MMT-B, or alternatively the third party it designates, shall retain ownership of the tools it supplies to the SUPPLIER. In the event of manufacture of the tools by the SUPPLIER or a third party appointed by the SUPPLIER, MMT-B shall acquire ownership thereof as a minimum after payment of 80% of the price agreed for the said tools. In all other cases, MMT-B shall become the co-owner up to the agreed price of the tools and the payment which it has made on that date. Where the tools remain on the premises of the SUPPLIER, the SUPPLIER shall retain the tools on a fiduciary basis and use them solely for the purposes of manufacturing the products for MMT-B and delivering them to the latter. The SUPPLIER shall mark all the tools in such a way that the property rights of MMT-B or any third parties designated by MMT-B are clearly visible.

11.2 The SUPPLIER shall insure, at their own expense, all the tools held by MMT-B or third parties, up to their original value, against any material damage. The SUPPLIER hereby assigns to MMT-B all claims based on the said insurance. MMT-B hereby accepts the assignment.

11.3 The SUPPLIER shall be required to carry out all the necessary and required maintenance and inspection operations concerning the tools, as well as the necessary repair operations, including the supply of spare parts, at their own expense and within a reasonable time frame. The risk of accidental loss of the tools in the SUPPLIER's premises shall be borne by the latter. The SUPPLIER shall inform MMT-B immediately of any problem concerning the tools, as soon as it arises.

In the event of suspended delivery, failure to perform, insolvency proceedings pertaining to the SUPPLIER's assets, bankruptcy of the SUPPLIER or termination of the supply contract by MMT-B,

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MMT-B shall be entitled to claim ownership of the tools (and the tools of designated third parties) after payment of the balance of the price of the tools, as the case may be. The SUPPLIER shall have no right of retention or any other right to retain the tools.

Where the SUPPLIER has appointed a third party to manufacture the tools or where the tools remain on the premises of a third party for the purposes of manufacturing the product or parts thereof, the SUPPLIER shall enter into an agreement with the said third party which grants MMT-B the same rights over the tools as those stipulated in clause 13 hereof, subject to full payment for the tools. The SUPPLIER assigns to MMT-B their claims on the tools with respect to the third party, as well as all other claims concerning the tools, once MMT-B has paid the SUPPLIER or the third party for the price of the tools.

11.4 If the amounts owed by the SUPPLIER to third parties in respect of the tools are not paid in full and in the event of termination of the contract between the SUPPLIER and MMT-B, insolvency proceedings against the SUPPLIER and bankruptcy of the SUPPLIER, MMT-B shall be entitled to pay the balance of the price of the tools directly to the third parties, instead of the SUPPLIER. In that case, the SUPPLIER hereby assigns to MMT-B their claims on the tools, including the title of ownership, that they may hold against third parties. The SUPPLIER hereby accepts the said assignment.

11.5 The SUPPLIER is not entitled to assign or transfer the tools without the prior written approval of MMT-B.

11.6 Clauses 13.1 to 13.5 shall also apply during the period of supply of spare parts in compliance with clause 17. Clause 13.3 shall also apply to any packaging material paid for by MMT-B.

12 Intellectual Property

12.1 The SUPPLIER undertakes to hold MMT-B harmless from all claims by third parties based on the delivery of the product or the performance of the contractual obligations of the SUPPLIER in respect of infringement of the intellectual property rights of the third parties concerned and to reimburse MMT-B for all costs and expenses which MMT-B may incur in respect of the said infringement.

12.2 Clause 14.1 will not apply if the SUPPLIER has manufactured the product in compliance with the drawings, models or similar descriptions or the information which has been provided by MMT-B, and if the SUPPLIER was not aware or was not in a position to be aware of the fact that the intellectual property rights of third parties would be infringed.

12.3 The SUPPLIER shall inform MMT-B of prior or current use of any intellectual property rights, whether or not they are registered, which are held by them or which are granted to them under licence in respect of the product.

12.4 The SUPPLIER hereby transfers the results of their development work carried out in the context of the development of the product, including the industrial property rights, to MMT-B, who will have exclusive ownership of them, insofar as MMT-B has commissioned the said development work. As long as MMT-B has not paid for the development work, the SUPPLIER hereby grants MMT-B a non-exclusive, transferable, sub-licensable and free right (licence) of use, without limitation as to geographical area, for the entire duration of the intellectual property rights, which also includes the right to use, duplicate and modify intellectual property rights of any kind.

12.5 The SUPPLIER hereby grants MMT-B a non-exclusive, transferable and sub-licensable right (licence) of use, without limitation as to the geographical area, free of charge and for the duration of the intellectual property rights, on the know-how and/or the intellectual property rights of the SUPPLIER which existed prior to the contractual relationship with MMT-B, in order to allow MMT-B to use the results of the development work described in clause 14.4.

12.6 The application for registration and the claiming of intellectual property rights on the development work paid for by MMT-B, which arise from the business relationship between the SUPPLIER and MMT-B, shall be made on the sole initiative of MMT-B and at its absolute discretion. The inventions developed by the employees of the SUPPLIER, during the term of the contractual relationship, resulting from their activities under the provisions of the contract, must be claimed by the SUPPLIER accordingly. If the development work is not paid for by MMT-B, the SUPPLIER shall be entitled to

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request its registration. However, MMT-B shall at the very least have a right to use such work in compliance with clause 14.4 (first sentence, second half).

Any remuneration to which employees may be entitled in respect of their invention shall be paid either by MMT-B or by the SUPPLIER, depending on the identity of the employer concerned.

12.7 The aforementioned rights granted to MMT-B shall accrue to MMT-B even in the event of termination of the corresponding contract with the SUPPLIER. The rights of MMT-B shall relate to the (partial) results of the development work at the time of termination.

13 Dangerous goods and substances

13.1 In addition to their offer, the SUPPLIER shall provide MMT-B with a safety data sheet duly completed in accordance with article R. 4411-73 of the French Labour Code and an accident procedure sheet (Transport) concerning all materials (substances and components) and objects (goods, parts, technical equipment, uncleaned packaging) which may be harmful to human life and health or to the environment, or concerning all objects, depending on the nature of the materials, their characteristics or their physical state, and which therefore require, subject to the applicable provisions, special treatment in terms of packaging, transport, storage, access and waste management. In the event of modification of the materials or legal provisions, the SUPPLIER shall provide MMT-B with an updated data sheet. Every year and without any request from MMT-B being required, the SUPPLIER shall provide MMT-B with a "long-term SUPPLIER declaration" in due form, which will include the product number and the code number (list of goods, external commercial statistics, etc).

13.2 If the SUPPLIER has made modifications to a product which they also deliver to MMT-B, they shall inform MMT-B, independently of any other obligation to provide information.

13.3 The SUPPLIER shall provide MMT-B with all the information required pursuant to articles L.221-1 et seq. of the Consumer Code on the safety of the product and which is relevant for assessment of the possible risks of the products for the end consumer in terms of safety and health.

The following information shall be provided:

- The characteristics of the product, in particular its composition, packaging, conditions of assembly, installation and maintenance, as well as the conditions of use.
- The impact of the product on other products, if it can be expected that it will be used with other products;
- The presentation of the product, commercial terms and warnings, as well as instructions concerning its use and recycling, and any other indication or information relating to the product;
- Any end-user groups who are at likely to be exposed to an increased risk when using the product.

13.4 The SUPPLIER shall provide MMT-B with the information required for registration in accordance with Regulation (EC) no. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), as well as all registration confirmations, if registrations have already been made. This shall also apply to information and/or registration confirmations relating to Regulation (EC) no. 1272/2008 on classification, labelling and packaging of substances and mixtures and on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labelling of dangerous substances ("Regulation (EC) 1272/2008"). The SUPPLIER shall comply with their obligations under the REACH Regulation and/or Regulation (EC) no. 1272/2008.

With regard to the delivery of the product and/or the fulfilment of other obligations, the SUPPLIER shall be at the cutting edge, comply with the applicable safety conditions and all applicable provisions of public regulation and in particular the EU Directive of 18 September 2000 on prohibition of "heavy metals". If the products are electronic components, they must have automotive certification in compliance with the "AEC-Q" standard.

13.5 The SUPPLIER shall ensure that their subcontractors and all other suppliers in the supply chain, including the original producer, comply with the terms of this clause 15.4.

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14 Quality control / Spare parts and documentation

14.1 The SUPPLIER shall set up and certify a process-oriented quality control system (minimum standard: ISO 9001 latest version; however, an IATF 16949 certification, in accordance with the IATF 16949 provisions, will be carried out). MMT-B reserves the right to check the effectiveness of the quality control system of the SUPPLIER on the Supplier's premises, by appointment arranged in consultation with the SUPPLIER. Only once the first sample has been accepted by MMT-B will the SUPPLIER be able to start series production and delivery. Irrespective of such acceptance, the SUPPLIER shall at all times verify the quality of the products themselves and shall have independent inspections carried out on the product. Should the vehicle manufacturer require different or complementary standards, the launch shall be agreed upon by mutual agreement between the SUPPLIER and MMT-B.

14.2 The SUPPLIER shall endeavour to impose the obligations set out in clause 16.1 on their SUPPLIERS and to ensure that they are complied with throughout the supply chain.

14.3 Drawings, computer-assisted data, descriptions etc. attached to or referred to in the order shall be binding on the SUPPLIER. The SUPPLIER shall verify any type of deviation therefrom. Should the SUPPLIER observe actual or potential deviations, the SUPPLIER shall immediately inform MMT-B in writing. Failing that, the SUPPLIER shall not be able to subsequently invoke the existence of such deviations. The SUPPLIER shall be solely responsible for the drawings, plans and calculations made by the SUPPLIER, even if they have been approved by MMT-B..

14.4 At the time of delivery of the tools or equipment to MMT-B, the SUPPLIER shall also provide documentation concerning handling, care, maintenance and repair, at the latest on delivery of the tools and equipment. The SUPPLIER shall be responsible for labelling in accordance with EC standards.

14.5 With regard to special vehicle parts which are referred to as such in the technical documents or which are defined as such under the terms of a specific contract, the SUPPLIER shall record, in special registers, when, how and by whom the said special vehicle parts were tested, as well as the results of the required quality tests. The registers and the documentation of the results shall be appropriately recorded and kept for 15 (fifteen) years by the SUPPLIER and, on request, shall be communicated to MMT-B.

14.6 If the administrative authorities responsible for safety or vehicle emission standards and conditions, etc., ask to inspect the production sites and to examine MMT-B's records, the SUPPLIER undertakes, at MMT-B's request, to grant the authorities rights identical to those MMT-B holds with regard to the SUPPLIER and to do their best to assist them.

14.7 The SUPPLIER shall provide MMT-B without delay with all the declarations required regarding the origin of the products for the purposes of customs formalities. The SUPPLIER shall be liable for any damage suffered by MMT-B as a result of inadequate or late communication of the required "Supplier Declaration", unless the delay or inadequacy is not attributable to the SUPPLIER. At the request of MMT-B, the SUPPLIER shall provide the detailed origin of the products by means of the information sheet confirmed by the competent customs authorities.

15 Spare parts

The SUPPLIER shall supply the product for a period of 15 (fifteen) years following the end of delivery of the serial parts to MMT-B. If the products cannot be manufactured at economically reasonable costs, the SUPPLIER may supply a replacement product. The last price in force for the serial delivery, plus any additional costs for specific packaging, shall apply to the spare parts for a period of 3 (three) years from the end of the (serial) delivery. The price of spare parts shall be set again at the end of the said 3year period on the basis of a cost analysis.

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16 Delivery and use of devices

The installations, samples, models, drawings or other documents (“Devices”) developed by the SUPPLIER according to the instructions supplied by MMT-B shall become the property of MMT-B from the date of their payment by the latter. From that date, the SUPPLIER shall borrow the said Devices from MMT-B. The said Devices shall be used by the SUPPLIER only for the purposes of fulfilling the orders of MMT-B, and shall not be used for the benefit of third parties. Without the prior written approval of MMT-B, any access by third parties to these documents, devices etc. is forbidden. The SUPPLIER shall maintain the Devices in good condition free of charge, at their own expense and risk. At the request of MMT-B, the SUPPLIER shall return them at any time, without any offsetting or retention right, unless otherwise agreed by the Parties.

17 Termination

17.1 Apart from the cases of termination explicitly stipulated by law, should the SUPPLIER fail to fulfil all their contractual obligations, MMT-B would be entitled to terminate the Contract ipso jure, without any compensation for the SUPPLIER, at the end of the reasonable period of time granted to remedy the disorders observed.

17.2 The Contract may be terminated at any time by MMT-B, provided that:
- a reasonable notice period is observed; or - the parties come to a prior agreement.

In that case, the SUPPLIER undertakes to fulfil the terms of the Contract until the effective date of termination.

17.3 In any event, notice of termination shall be served by registered letter with acknowledgement of receipt and shall take effect as from the first presentation of the said letter.

17.4 The clauses pertaining to warranties, liability, penalties, intellectual property and confidentiality shall continue to apply after the termination date, for a period of (5) years.

18 Compliance with regulations / Subcontractors

18.1 Where the establishment of a prevention plan is required, work on the site shall begin only once the prevention plan has been drawn up between the principal, the SUPPLIER, the Supplier’s staff and any subcontractors or third parties concerned, in compliance with the applicable laws and regulations.

18.2 The persons and third parties appointed by the SUPPLIER for the purposes of carrying out the Supplier’s obligations under the terms of the contract concerned and who will be physically present on the premises of MMT-B or on those of third parties appointed by MMT-B shall comply with the internal regulations applicable within the premises of MMT-B or of third parties appointed by MMT-B.

18.3 The sub-contractors of the SUPPLIER shall be deemed to be their employees. The SUPPLIER shall remain solely responsible for the proper performance of their obligations under the Contract. In the capacity of principal, the SUPPLIER undertakes to require their subcontractors to provide, every six months, all the documents stipulated in Articles D. 8254-2 et seq. of the French Labour Code, and more specifically:

Their due diligence certificates issued by URSSAF;

Their companies register certificates (K-BIS) (or trade register identification cards); and

The list of foreign employees requiring a work permit under article L. 5221-2 of the French Labour Code. The SUPPLIER shall also ensure that the said documents are valid.

The SUPPLIER shall also ensure that they comply with their due diligence obligation if the services of subcontractors established outside France are used. In that regard, the SUPPLIER undertakes to obtain:

Their intra-Community VAT number (or, if they are not required to have the said number, a document stating their identity and address or, where applicable, the contact information of their ad-hoc tax representative in France);

A document certifying that the situation of the subcontractor complies with the European regulation on the co-ordination of social security systems, or with an international social security agreement;

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Where the legislation of the country in which the foreign subcontractor is domiciled so provides, the SUPPLIER shall also obtain:

A document from the body in charge of the mandatory social security scheme stating that the subcontractor is up to date with its social security declarations and payment of the relevant contributions, or an equivalent document;

Or, failing that, a certificate of filing of social security declarations and payment of social security contributions issued by URSSAF;

Where registration of the subcontractor on a professional register is mandatory in the country of establishment or domicile, the SUPPLIER shall also obtain:

- Either a document issued by the authorities holding the professional register or an equivalent document certifying such registration;
- Or a quote, advertising document or business correspondence, provided that the name or company name, the full address and the nature of the registration on the professional register are mentioned; - Or, for companies in the process of incorporation, a document dating back less than six months issued by the authority authorised to record the registration on the professional register, certifying that an application for registration has been made.

18.4 Temporary posting of employees on French territory by a company established outside France Should the SUPPLIER or their subcontractors or third parties concerned post one or more employees under the conditions stipulated in Articles L1262-1 and L1262-2 of the French Labour Code, they shall fulfil their reporting obligations pertaining to secondment (see Article L1262-2-1 of the French Labour Code) and their obligation to appoint in writing (in compliance with the provisions of Article R1263-2-1 I of the French Labour Code) a representative of the company on French territory tasked with liaising with the Labour Inspectorate (cf. Article L1262-2-1 II of the Labour Code). The declaration pertaining to posting of employees shall be made online on the www.sipsi.travail.gouv.fr website.

For MMT-B to meet its obligations of vigilance specified in Articles L1262-4-1 and R1263-12 of the French Labour Code, the SUPPLIER as well as their subcontractors or third parties concerned shall send the MMT-B contact person responsible for the site or services a copy of the declaration and representative appointment documents before the start of any secondment of their employees on French territory. If any new seconded employees are appointed during performance of the services, an update of the declaration documents shall be sent to MMT-B.

19 Confidentiality

19.1 The SUPPLIER undertakes to treat as confidential all information made available to them by MMT-B or its affiliated companies within the meaning of article L.233-1 of the French Commercial Code, to consider them as trade and industrial secrets and to ensure that the confidential information is not made available to third parties who are not subject to a confidentiality obligation. This clause shall not apply to information concerning which the SUPPLIER is able to prove:

- (a) That it was in the public domain;
- (b) That it was provided to the SUPPLIER by a third party who was entitled to divulge such information and who was not subject to a confidentiality obligation; or
- (c) That the SUPPLIER was already aware of the information before receiving it.

19.2 Should the SUPPLIER become aware that confidential information has reached a third party or that such information has been lost or destroyed, the SUPPLIER shall immediately inform MMT-B.

19.3 The SUPPLIER undertakes not to use the confidential information for purposes outside the framework of their business relationship, without the express written approval of MMT-B.

19.4 The duty of confidentiality shall apply to all staff members working with the SUPPLIER. The SUPPLIER undertakes to inform all persons, salaried staff or other third parties who have access to the confidential information of the duty of confidentiality and to ensure their compliance with the provisions of this clause. The SUPPLIER shall seek to limit as far as

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possible the circle of persons concerned and guarantees their compliance with the confidentiality obligations.

19.5 This confidentiality and restriction of use obligation shall apply throughout the term of the business relationship and subsequently, for 10 (ten) years following the termination of the relationship.

19.6 The SUPPLIER shall comply with the legal provisions that apply to the protection of data (such as the General Data Protection Regulation and the national laws that apply to data protection) in the framework of the business relationship with MMT-B.

20 Data protection

20.1 The SUPPLIER is informed that MMT-B, as the Data Controller within the meaning of the European General Data Protection Regulation (GDPR), processes personal data collected from its suppliers.

20.2 The legal basis for such processing is the legitimate interest pursued by MMT-B, the execution of pre-contractual or contractual measures, compliance with legal and regulatory obligations and the consent of the SUPPLIER, through acceptance of these Terms and Conditions of Purchase.

20.3 The data may be communicated to the service providers and subcontractors of MMT-B. They are not transferred to States which are not Member States of the European Union. If this were to be the case, the SUPPLIER would be informed of the transfer as well as of the measures taken to protect the security of the data.

20.4 The data shall be kept by MMT-B for the time required for the operations for which the data were collected and in compliance with the regulations in force. In that regard, the SUPPLIER's data shall be kept for the duration of the contractual relationship in addition to the duration of the guarantees, without prejudice to retention obligations (particularly for accounting purposes) or limitation periods.

20.5 The Data Controller is MMT-B. The SUPPLIER has a right of access to data concerning them, of correction, examination, opposition, portability and deletion of said data. The SUPPLIER may exercise their rights by writing to MMT-B. The SUPPLIER is informed that the exercise of some of these rights may result in MMT-B being prevented from carrying out its mission entirely or in part. The SUPPLIER is informed that they have the right to file a claim with the French Data Protection Authority (CNIL).

21 Compliance

21.1 The SUPPLIER shall comply with the legal provisions applying to their business relationship with MMT-B. The SUPPLIER shall comply with all the principles and rules stipulated in MMT-B's Code of Conduct and Ethics.

21.2 The SUPPLIER undertakes (i) not to offer, promise or grant any advantage to a civil servant in return for that person or a third party carrying out an action; (ii) not to offer, promise or grant to an employee or representative of a company, for competitive purposes, a personal advantage or an advantage for a third party in a business transaction, in return for an unfair action in the framework of purchase of products or business services; (iii) not to request, receive a promise or accept an advantage for themselves or a third party in a business transaction, in return for an unfair action with respect to a third party in the framework of a competitive purchase of products or business services; (iv) not to violate the various applicable anti-corruption regulations and in particular, where applicable, Foreign Corrupt Practices Act (FCPA) applying in the United States or the Bribery Act applying in the United Kingdom.

21.3 The SUPPLIER hereby undertakes (i) not to support or allow the implementation of working conditions which do not comply with the applicable legislation and market standards as well as the various Conventions of the International Labour Organisation (ILO Conventions) and (ii) to comply with all applicable environmental laws.

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21.4 At the request of MMT-B, the SUPPLIER shall confirm in writing that it complies with the obligations stipulated in this clause 21 and that it is not aware of any breach of these obligations. If MMTB has reasonable grounds for suspecting that the obligations of this clause 21 have not been complied with, MMT-B may, after informing the SUPPLIER and in compliance with legal provisions, require the SUPPLIER to allow and take part, at its own expense, in an audit, inspection, certification and screening in order to verify that the Supplier complies with the obligations set forth in this clause 21. The said procedure may be carried out by MMT-B or by a third party with a duty of confidentiality and acting in compliance with applicable law.

21.5 Should the SUPPLIER contact a public official on behalf of MMT-B, in the framework of discussions or negotiations, or should the SUPPLIER ask a third party to do so, the SUPPLIER shall (i) inform MMT-B beforehand in writing, clearly specifying the scope of such relations, (ii) send MMT-B, on request, a written report after each interview or meeting with a civil servant; and (iii) send MMT-B an itemised monthly declaration of the related expenses, with the original receipts. The term "public official" means any person performing duties on behalf of or for a public authority, public body or government service, public corporation or international organisation.

21.6 Should the SUPPLIER breach the obligations under the terms of clause 21 despite formal notice, and should the Supplier fail to prove that the breach in question occurred without any fault on their part or that they took reasonable measures to avoid future breaches, MMT-B reserves the right to withdraw from or terminate any supply contract.

21.7 The SUPPLIER undertakes to indemnify MMT-B against all liability claims, demands, damages, losses, costs and expenses arising from a negligent breach on the part of the SUPPLIER of their obligations as set out in this clause 21.

21.8 The SUPPLIER shall endeavour to ensure compliance with this clause 21 entitled "Compliance" by their own suppliers, to commit them to such compliance and to regularly ascertain compliance with these obligations within the supply chain.

22 Data security and cybersecurity

22.1 The SUPPLIER expressly guarantees that they shall implement and maintain appropriate technical and organisational measures as well as other protective measures to ensure adequate security of all information and data owned by MMT-B (including, in particular, by not saving any confidential information disclosed to the SUPPLIER by MMT-B to (a) a laptop computer or (b) any portable storage device which can be removed from the SUPPLIER's premises), unless, in each case, the said data is encoded and saved on a portable device with the sole aim of storing it in a remote location.

22.2 The SUPPLIER shall endeavour, insofar as possible from a business viewpoint, to prevent the theft or loss of passwords or unauthorised access or use of data or information concerning MMT-B. The SUPPLIER shall inform MMT-B without delay of any theft or loss of passwords or of any unauthorised access or use of MMT-B information. The SUPPLIER shall implement security procedures (including physical safety) relating to access to and storage of MMT-B's confidential information and data, which shall (i) comply at least with the industrial standards applicable on this type of site and (ii) provide appropriate and reasonable technical and organisational security measures against the loss or accidental or unlawful alteration or unauthorised access to and disclosure of MMT-B's confidential information. The SUPPLIER further guarantees that security processes and procedures shall be put in place to ensure that information systems are free from viruses or other similar programmes. The SUPPLIER's systems must not contain viruses, Trojan horses, worms, time bombs or other programmes, devices or codes regarding which it can reasonably be assumed that they could damage MMT-B's system, data or information, have a negative impact on the same system, data or information, or secretly intercept or delete MMT-B's data or information.

22.3 The SUPPLIER's computer systems must not contain malicious software, backdoor programs or other technological processes, systems or codes which could compromise the security or confidentiality of MMT-B's systems, information or data. The SUPPLIER shall take

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all reasonable measures to protect their site and equipment from “pirates” and other third parties attempting without authorisation to modify or access the SUPPLIER’s or MMT-B’s systems or information. The SUPPLIER shall regularly test their systems in order to detect potential areas in which security breaches could occur.

22.4 The SUPPLIER undertakes to inform MMT-B by telephone, as soon as reasonably possible, and in any event within twenty-four (24) hours of the discovery by the SUPPLIER of the incident, of any incident related to cybersecurity, impacting access to MMT-B’s data or information.

22.5 The SUPPLIER undertakes to (i) provide MMT-B with a summary of known information concerning such a cybersecurity incident, (ii) make all reasonable efforts from a business viewpoint to remedy the impact of such an incident, (iii) at MMT-B’s request, provide MMT-B with reasonable information pertaining to the incident and the response given, and iv) within two (2) weeks following the conclusion of its investigation on the cybersecurity incident, send MMT-B a report detailing the following information: A description of the incident, an explanation of the event and the manner in which the SUPPLIER limited the event to prevent any similar events subsequently, the duration of the incident, the alleged perpetrators, the information or data belonging to MMT-B which could be affected or the potential financial consequences for MMT-B. The SUPPLIER shall implement any corrective measures identified as necessary following the cybersecurity incident no later than two (2) months following the end of the incident. The SUPPLIER shall cooperate with MMT-B to minimise the consequences of these incidents.

22.6 The SUPPLIER shall indemnify and hold MMT-B harmless from any liability, particularly in the event of loss or damage arising from information technology or cybersecurity incidents affecting the information systems of the SUPPLIER.

Should MMT-B suffer losses as a result of a cybersecurity incident affecting the SUPPLIER’s system, the SUPPLIER shall be able to receive payments for deliveries only once MMT-B has carried out its investigation and based on the results of the said investigation, subject to all the indemnification obligations incumbent on the SUPPLIER and the offsetting rights held by MMT-B in the context of such cybersecurity incidents.

22.7 Any delay in payment for deliveries made by the SUPPLIER following a cybersecurity incident affecting the SUPPLIER’s system shall not constitute a default in payment.

22.8 MMT-B shall be entitled, directly or through a third party, at its own expense, and by appointment made with the SUPPLIER, to inspect the SUPPLIER’s premises once per calendar year in order to verify and audit the commercial operations of the SUPPLIER pertaining to the goods or services supplied, in terms of technical infrastructures, interaction of information systems or data, organisation, quality control as well as the staff involved in the supply of goods and services to MMT-B.

22.9 Depending on the nature of the data concerning the manufacture and delivery of the product and on the data protection requirements pertaining thereto, MMT-B shall be entitled to require appropriate guarantees and evidence of an adequate level of information security in the framework of the SUPPLIER’s business activities, as required by the original equipment manufacturer, in particular by providing the appropriate certifications (for example ISO/IEC 27001 “Information technology - Security techniques - Information security management systems – Requirements”) or certifications in accordance with the VDA TISAX model (“Trusted Information Security Assessment Exchange”). MMT-B and the SUPPLIER may agree on the appropriate timetable for the initial certification of a site in accordance with the TISAX model.

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23 General environmental responsibility, environmental performance of production, activities and products

MMT-B is committed to a system of integrated environmental protection, which addresses the root causes, assesses the environmental impact of production processes and products in advance and integrates them into company decisions.

With regard to environmental protection, the SUPPLIER shall act in compliance with precautionary principles, take initiatives to promote greater environmental responsibility and support the development and dissemination of environmentally-friendly technologies. In all stages of manufacturing, the SUPPLIER shall ensure a high degree of environmental protection. This includes the prevention and preventive reduction of the impact of accidents that could harm the environment. Particular attention shall be paid to the implementation and ongoing development of water and energy-saving technologies, which are characterised by strategies guaranteeing minimum emissions, as well as reuse and recycling strategies.

24 Publicity

24.1 Any use for promotional purpose of the requests for quotes, orders and order confirmations of MMT-B, of any correspondence pertaining thereto and of the business relationship as such, is strictly forbidden.

24.2 The SUPPLIER may not undertake promotional operations concerning the business relationship with MMT-B without the prior written approval of MMT-B.

25 General Clauses

25.1 Should the SUPPLIER be in a suspension of payments situation or should collective proceedings be opened against the Supplier, MMT-B shall be entitled to terminate the contract concerned in respect of the part that has not yet been performed. MMT-B shall be entitled to offset (i) a claim that MMT-B may have on a subsidiary of the SUPPLIER within the meaning of article L. 233-1 of the French Commercial Code or (ii) a claim that a subsidiary of MMT-B, within the meaning of article L. 233-1 of the French Commercial Code, may have on the SUPPLIER or a subsidiary of the SUPPLIER within the meaning of article L. 233-1 of the French Commercial Code against a claim which the SUPPLIER holds on MMT-B.

25.2 If any clause is deemed to be null and void, that shall not affect the legality and enforceability of the other valid clauses. The Parties agree that any such invalid clauses shall be replaced by a valid clause which, in its commercial and legal effects, shall be as close as possible to the replaced clause, provided that it can reasonably be assumed that the Parties hereto would have entered into this Contract with the new clause.

25.3 These Terms and Conditions of Purchase are drawn up in French and in English. If there is any discrepancy between the two versions, the French version shall prevail. The English version shall only be used for translation purposes.

26 Dispute resolution

26.1 Should a dispute arise, the SUPPLIER and MMT-B undertake to meet in order to seek an amicable solution through negotiation or through another appropriate dispute settlement process, before instituting legal proceedings.

26.2 For any disputes arising from this contractual relationship, the courts within the jurisdiction of the registered office of MMT-B shall have sole jurisdiction notwithstanding any provision to the contrary in the general terms of sale of the SUPPLIER or in one of the business documents of the SUPPLIER (order confirmation, delivery notes, invoices, etc.).

26.3 Unless otherwise agreed in writing, this contract shall be governed by French law, to the exclusion of any provision related to conflict of laws. It is explicitly stated that the laws relating



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to the international sale of goods, in particular the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG), shall not apply.