

ECARX Supply Contract For Purchases outside of China

Conditions

The Contract Documents constitute the entire agreement for the Supply, to the exclusion of any other terms or conditions. If part of the Contract is invalid that shall not affect the remainder. If there is any conflict or ambiguity between ECARX Conditions and the Statement of Work, the Statement of Work shall prevail.

1. DEFINITIONS AND INTERPRETATION

The definitions in the Contract Details (or the Statement of Work) and the following definitions and rules of interpretation apply to the Contract (unless the context requires otherwise):

"Affiliate" means, with respect to Customer, ECARX Sweden AB and ECARX Limited Inc.'s subsidiaries; and with respect to the Supplier, a legal entity that is controlled by, controls, or is under common control with the Supplier. **"Control"** means more than 50% of the voting power or ownership interests.

"Conditions" means these conditions.

"Contract" means the contract constituted by the Contract Documents.

"Contract Documents" means the Conditions, and the Contract Details or the Statement of Work, and the Confidentiality Agreement (if any).

"Confidentiality Agreement" means the confidentiality agreement entered into by the Customer and Supplier.

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", processing and appropriate technical and organisational measures have the meanings given in the Data Protection Legislation.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the EU GDPR, the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (e) California Privacy Act 2018 or Cal. Civ. Code §1798.100, et. sq and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

"Deliverables" means all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Supply in any form.

"Domestic Law" means the Data Protection Legislation in the country in which the Supply occurs.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Statement of Work" means a document setting out the description of the Supply, charges, Deliverables, and specific details around the Supply which incorporates the Contract by reference.

"Supply" has the meaning given in the Contract Details (or the Statement of Work) and will include the Deliverables.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Construction: In these Conditions, the following rules apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) a reference to **writing** or **written** includes emails; and
- (f) the singular includes the plural and vice versa and any gender includes the other gender.

2. BASIS OF CONTRACT

2.1 The Supplier shall from the date of the Contract and for the duration of the Contract provide the Supply to the Customer in accordance with the terms of the Contract. If mutually agreed, parties shall enter into a Statement of Work.

2.2 Where the Supply comprises services, the Supplier warrants to the Customer that in the performance of the services it has exercised, or where appropriate shall exercise, all reasonable skill and care to be expected from a Supplier competent in supplying services of a similar scope and complexity as the services comprised in the Supply.

2.3 Where the Supply comprises works, the Supplier shall carry out such works in a workmanlike manner and shall exercise all reasonable skill and care to be expected from a Supplier competent in supplying works of a similar scope and complexity as the works comprised in the Supply.

2.4 The Supplier warrants to the Customer the Deliverables, and all goods, materials, standards and techniques used in providing the Supply are of reasonable quality and are free from defects in workmanship, installation, unless otherwise agreed in the Contract Details or the Statement of Work, for twelve (12) months from the date of delivery of the Supply. If the Customer discovers any defect or deficiency during the warranty period, and the Customer has notified the Supplier of the defect or deficiency either during the warranty period or within a reasonable period of time after the end of the warranty period, the Customer shall reasonably determine whether the Supplier, at the Supplier's own expense, shall promptly either (i) repair; or (ii) replace the defective or deficient Supply, and goods, materials, standards and techniques used in providing the Supply. Any of the Deliverables repaired or replaced under this sub-clause shall be warranted on the same basis as provided in this sub-clause for the longer of (i) the balance of the warranty period provided in this sub-clause or (ii) six (6) months from the date of completion or acceptance, whichever occurs last, of the repair or the replacement.

2.5 Without prejudice to Clauses 2.2 to 2.4 (inclusive) above, the Supply shall conform with and fulfil in all respects all necessary licences and consents, and comply with all applicable laws and regulations.

2.6 The Supplier shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.

2.7 If the Customer is not reasonably satisfied with the performance of the personnel, Customer shall be entitled, to request that any personnel providing or assisting in the provision of the Supply be replaced with alternative personnel.

- 2.8 The Supplier shall comply with relevant employment and immigration legislation as amended from time to time in relation to all persons providing or assisting in the provision of the Supply.
- 3. DELIVERY AND TIME FOR PERFORMANCE**
- 3.1 In respect of performance of the Contract by the Supplier, time shall be of the essence and no extension to the date and/or time for delivery, performance and/or completion of the Supply shall be permitted without the written consent of the Customer.
- 3.2 If the Supplier requires access to the Customer's premises, facilities or storage, the Supplier shall comply with the reasonable requirements of the Customer concerning access and access shall be at the Supplier's risk.
- 3.3 Force Majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from providing any of the Supply for more than 2 weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 3.4 Notwithstanding Clause 199, if the Supply is recommenced after a Force Majeure event the Contract shall be varied to extend the time for performance, completion and/or delivery accordingly.
- 3.5 Where relevant, and on completion of the Supply, the Supplier shall remove all materials from the site (unless otherwise instructed by the Customer) and permanently reinstate any damaged areas or surfaces and leave the site in a clean condition ready for occupation.
- 3.6 Notwithstanding the provisions of this Clause, the Supplier is required to have in place adequate plans such that they have sufficient resilience to continue the Supply in the event of a significant interruption to their business, an emergency or other such unexpected and negative event.
- 3.7 The Customer shall be entitled to request a copy of the Supplier's business continuity plans and reserves the right to audit the same.
- 4. TITLE, RISK AND ACCEPTANCE**
- Without prejudice to any of the rights or remedies of the Customer (including those contained in Clause 6), title and risk in any Deliverables or other goods shall pass to the Customer on delivery or, where the Customer has notified to Supplier of any testing requirements it has prior to accepting title and risk, the earlier of the date on which the Customer notifies the Supplier of acceptance in writing of such Deliverables or goods and the date 14 days after delivery.
- 5. LOSS AND DAMAGE**
- In the event that any or all of the Supply fails to arrive or arrives damaged or in the case of services is not performed to a reasonable standard in accordance with these Conditions the Customer shall be entitled without prejudice to any other rights it may have, to elect that the Supplier shall either repair or replace the relevant item free of charge and as quickly as reasonably possible, and the Customer shall be entitled to withhold payment of any amount in whole or in part until such failure is remedied.
- 6. INSPECTION, REJECTION AND AUDIT**
- 6.1 The Supplier shall assist the Customer (free of charge) to make any inspection or tests that the Customer may reasonably require of the Supply at any time prior to acceptance.
- 6.2 Without prejudice to any of its rights or remedies the Customer shall be entitled to reject the Supply in whole or in part where, prior to acceptance (or until the end of any guarantee period) the Supply does not conform to the terms of the Contract and the Customer shall be entitled to:
- (a) have the Supply repaired, re-done or replaced by the Supplier with a Supply which complies with in all respects with the requirements of the Contract;
- (b) where the Customer has paid for the Supply either following performance or in advance of the Supply being made to have all such sums plus any additional costs reasonably incurred refunded by the Supplier; or
- (c) without prejudice to Clause 14 make a reasonable deduction from the Contract price.
- 6.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 6.4 The Customer's rights under this Clause 6 are in addition to its rights and remedies implied by statute and common law.
- 6.5 The Customer shall have the right to conduct such audits and at such frequency and to such standard as is required by law from time to time in relation to the Supply and the Supplier shall procure for the Customer reasonable access to premises as appropriate and records and reasonable assistance for this purpose.
- 6.6 The Supplier shall grant the Customer, or its authorised agents, such access to the Supplier's records as they may reasonably require in order to check the Supplier's compliance with the Contract.
- 7. CHARGES AND PAYMENT**
- 7.1 The price of the Supply is as set out in the Contract Details (or the Statement of Work). No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 7.2 The Supplier shall invoice the Customer on or at any time after completion of delivery of the Supply. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.
- 7.3 In consideration of the Supply, the Customer shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8. INTELLECTUAL PROPERTY RIGHTS**
- 8.1 The Supplier warrants to the Customer that the Supply shall not infringe the Intellectual Property Rights of the Customer, or any entity within the Customer's Group or any third party. The Supplier further warrants that unless otherwise agreed with the Customer, no licence is required from any party in connection with the Deliverables or any other goods forming all or part of the Supply.
- 8.2 The Supplier assigns to the Customer with full title guarantee all Intellectual Property Rights in the Deliverables and all other products of the Supply and waives all moral rights in relation to the same.
- 8.3 All Intellectual Property Rights in any specification, information instructions, plans, drawings, patterns, models, designs or other material, including logos, which are furnished to or made available to either party in connection with the Contract shall remain vested solely in the respective furnishing party.
- 8.4 The Supplier warrants to the Customer that it shall not use the ECARX brand or name, or any associated brand or name, in any marketing, promotional or other material other than as specified in the Contract Documents.
- 8.5 This Clause 8 shall survive termination of the Contract.

9. CONFIDENTIALITY

9.1 In addition to the terms of the Confidentiality Agreement (if any), each party that receives Confidential Information (as defined in the Confidentiality Agreement) (the "Receiving Party") from or on behalf of the other party (the "Disclosing Party") undertakes to keep the Confidential Information strictly confidential and to disclose it only to its directors, Affiliates, employees and professional advisors that have need to use the Confidential Information for the purpose of the proposed project, provided they accept the appropriate obligations concerning the disclosure of such Confidential Information.

9.2 All Confidential Information acquired or provided by the parties under the Contract remains confidential and, save as permitted by Clause 9.1, shall not be disclosed to third parties without the prior written consent of the Disclosing Party.

9.3 The obligations of the parties in Clauses 9.1 and 9.2 shall not apply to any Confidential Information that:

- (a) is known to, or is in the possession of the Receiving Party prior to disclosure thereof by or on behalf of the Disclosing Party;
- (b) is or becomes publicly known, otherwise than as a result of a breach of the Confidentiality Agreement or the Contract by the Receiving Party;
- (c) is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall promptly advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose;
- (d) is disclosed to a third party pursuant to the prior written authorisation of the Disclosing Party; or
- (e) is received by the Receiving Party from a third party in circumstances that did not result in a breach of the provisions of the Confidentiality Agreement or the Contract or a breach by that third party of any obligation of confidence upon that third party.

9.4 The obligations of parties under this Clause 9 (Information and Confidentiality) shall remain valid for a period of two (2) years following the termination of the Contract.

10. DATA PROTECTION

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.

10.3 Without prejudice to the generality of Clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.

10.4 Without prejudice to the generality of Clause 10.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that

Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK or the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (v) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - (vii) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.

10.5 The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under the Contract.

11. INDEMNITY

11.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including legal costs and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual

- property rights arising out of, or in connection with the Supply as supplied by the Supplier; or
- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Supply as supplied by the Supplier.
- 11.2 This Clause 11 shall survive termination of the Contract.
- 12. LIMITATION OF LIABILITY**
- 12.1 Nothing in the Contract limits any liability which cannot be limited, including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) wilful misconduct and gross negligence; (iv) any of the indemnity obligations under Clause 11; or (v) any other liability that cannot be excluded by law.
- 12.2 Subject to Clause 12.1 above, Customer's total liability to the Supplier shall not exceed the total fees paid by the Customer over the previous 12 months from when the liability incurred.
- 12.3 Subject to Clause 12.1 above, neither party shall claim indirect or consequential loss.
- 13. CODE OF CONDUCT**
- 13.1 The Supplier warrants that it shall adhere to Customer's Supplier Code of Conduct found at www.ecarxgroup.com/legal-regulatory-notice/supplier-code-of-conduct/, and it shall be deemed to constitute part of the Contract.
- 14. TERMINATION**
- 14.1 The Customer may by notice in writing terminate the Contract in whole or in part (and enter upon and expel the Supplier from the Customer's premises or site to which the Supplier has been given access) if any of the following events occur. No period of notice shall be required but the notice shall state the date on which it takes effect:
- (a) the Supplier has failed to make the Supply within the time specified in the Contract;
- (b) the Supplier has materially breached the Contract (and if the breach is capable of remedy the Customer has given the Supplier at least 7 days' notice to remedy the same and the Supplier has failed to do so);
- (c) the Supplier has (without reasonable cause) failed to proceed diligently with or wholly (without lawful reason) suspends performance of any services or works or delivery of goods;
- (d) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (e) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (f) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
- (g) there has been a change of Control of the Supplier.
- 14.2 The Contract may be terminated by the Customer on 28 days' written notice to the Supplier.
- 15. ASSIGNMENT AND SUB-CONTRACTING**
- 15.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 15.2 The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Affiliate.
- 16. PURCHASES OUTSIDE THE CONTRACT**
- The Customer shall have the right to employ a person other than the Supplier to make supplies of the same type as is contemplated by the Contract if it shall in its absolute discretion think fit to do so.
- 17. THIRD PARTY RIGHTS**
- A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 18. NOTICES**
- 18.1 Any notice may be sent by hand or by ordinary registered post or recorded delivery post or transmitted by email and if so sent or transmitted to the address of the party shown on the Contract, or to such other address as the party has notified the other, shall be deemed effectively given and received on the day when in the ordinary course of the means of transmission it would first be received by the addressee in the normal course of business.
- 18.2 This Clause 18 shall not apply to the service of any proceedings or other documents in any legal action.
- 19. VARIATION**
- The Contract may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except where expressly agreed in writing and signed by a duly authorised officer or representative of each party.
- 20. NO PARTNERSHIP**
- Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 21. WAIVER**
- 21.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 21.2 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.3 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 22. GOVERNING LAW**
- The Contract and any dispute, claim, or controversy (whether in contract, tort, or otherwise) related to or arising out of the Contract or any Supplier quote or Customer purchase order ("Dispute") is governed by the laws of the country in which the Customer legal entity issuing the purchase order is registered, exclusive of its rules governing choice of law and conflict of laws and shall be subject to the jurisdiction of the courts of that country. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on the Contract.