

GENERAL TERMS AND CONDITIONS

PARTIES

EMBENTION SISTEMAS INTELIGENTES, S.A., a registered company incorporated under Spanish Law, Commercial Register of Alicante, Volume: 3505, Book: 0, Sheet: 82, Page: A-107047, Entry: 12; and addressed at Polígono Industrial Las Atalayas, Chelín, 16, 03114, Alicante (Alicante), Spain ("**Embention**"), and

"**Client**" according to the present terms and conditions ("**General Terms and Conditions**") and information included in Particular Conditions Documents ("**PC**").

Referred to as "**Party**" or jointly to as "**Parties**"

RECITALS

- I. Embention is a company dedicated to the design, manufacture and sale of components and products and the provision of services (jointly referred to as "**Products**").
- II. The Client purchases Products from Embention according to the terms set forth in this General Terms and Conditions.
- III. Unless otherwise expressly and written agreed by Parties, Embention sells the Products to the Client exclusively according to the terms of the Agreement as defined in this General Terms and Conditions.

CONDITIONS

PREVIOUS.- DEFINITIONS

Agreement: include the following: *Particular Conditions Documents, General Terms and Conditions, Non-Disclosure Agreement* signed between Parties and any other contractual documents or annexes.

Particular Conditions Documents ("**PC**"): including but not limited to: *Quotation, Pro-forma invoice, Purchase Order, Invoice*, etc.

FIRST.- PURPOSE

1. The Client will purchase Products from Embention and Embention will sell Products to the Client according to the Agreement conditions.
2. These General Terms and Conditions are informed and made available to the Client in any PC document.

SECOND.- TERM

1. These General Terms and Conditions are applicable to all purchase orders between Client and Embention, unless agreement termination or otherwise agreed in writing by Parties.
2. These General Terms and Conditions may be updated and modified at any time by Embention.

THIRD.- PAYMENT

1. Prices will be agreed on at each moment by the Parties and will be included on PC documents.
2. Training, support, integrations, travel expenses and product customization or configuration are not included in the Product price. This kind of service will be quoted and paid based on an hourly, daily or weekly rate (or similar), depending on the Client's needs and Embention's availability.
3. For the avoidance of doubt, Embention quotes, provides and invoices its services solely and exclusively on the basis of the work time invested and never on the basis of objectives related to any particular project or Client.
4. Delays with respect to the initially planned deadlines (and expenses generated as a consequence thereof) occurring during training, support, integrations and product customization or configuration (both on-site and remote), will not be attributable to Embention so Client will not receive any compensation in this regard.
5. Prices exclude VAT and taxes. Embention reserves the right to request the Client VAT payment or reimbursement, if necessary.
6. Applied VAT and taxes may vary depending on the particular conditions of each Client.
7. Product price could be updated by Embention at any time.
8. Client shall pay all purchase orders ("**PO**") in advance, unless otherwise expressly indicated in PC or expressly agreed by Parties.
9. Embention reserves the right to retain the products of the Client or third parties products sent by the Client to Embention in the event of delay or non-payment of any amount owed by the Client to Embention.
10. The client is not entitled to offset any amounts for any reason whatsoever regarding the Agreement.

FOURTH.- PURCHASE ORDERS

1. Purchase Order ("**PO**") means any written or electronic order issued by Client to Embention for the purchase of Products under this Agreement.
2. Client shall issue any PO by email, and each PO shall include all the Products to be purchased. Any item not included in a PO, will not be considered as included in the final price.
3. Particular Terms and conditions of each PO shall be determined on such PO.
4. In the event that a PO is not placed in accordance with the previous point, it will be understood that the PO is formalized at the moment in which the Client proceeds to make the total or partial payment of a quotation or any similar document issued by Embention and (as expressly agreed with Embention) provided that Embention confirms it in writing.
5. PO's shall not be binding for Embention until its written acceptance by an authorized member of Embention.
6. If Embention does not confirm a PO, it shall be deemed as not accepted. Embention is entitled not to accept a PO that has been placed by the Client, for any reason.
7. The manufacturing process by Embention starts with the acceptance of a PO by Embention. Accepted PO's could not be canceled by the Client, unless written confirmation by Embention.

8. In case of unilateral PO cancellation by the Client, Embention reserves the right not to reimburse the purchase price already paid by the Client as compensation. Additional charges could be charged to the Client with no reimbursement rights to the Client.
9. In case payments are not made by the Client to Embention in accordance with the Agreement, Embention is entitled to pause or cancel any Purchase Order with no reimbursement rights to the Client.
10. PO's paused or abandoned for any reason (Client request or inattention, lack of payment, Client's close or bankruptcy, no reply from Client, etc.), for more than three (3) months will be considered as canceled by the Client with no reimbursement rights and products remaining at Embention facilities will be sold or destroyed with no compensation or monetary reimbursement to the Client without prejudice to Embention's right to demand the compensation reflected in the preceding paragraphs in the event of unilateral cancellation by the Client. In this case, Embention has the right to invoice to Client for all the ordered Products and will understand any service as provided.

FIFTH.- PRODUCT

1. Products sold and shipped by Embention may be subject to export processes, which are necessary to comply with. Documents and additional declarations to be filled by the Client or the end user of the Products may be requested by Embention to the Client in order to complete the export documentation process and authorization to the customs authorities, if necessary. The Client will cooperate with Embention on the obtention of any documents in this regard.
2. Embention has no liability for any delay on the obtention of the export authorizations that are not attributable to Embention and the Client has no right to cancel any PO because of that.
3. After the delivery of Products, Client is solely responsible for verifying any Product classification according to the destination country and/or any import/export procedures or legislation in this matter is applicable.
4. Embention reserves the right, at any time, to make any changes, updates and or, modifications in the characteristics of the Products which are necessary to adapt any of them to any applicable safety regulation or other statutory or regulatory requirements.
5. When an updated Product version is released by Embention, the latest one supersedes any previous versions. Expired Product versions will no longer be produced, supported or maintained by Embention unless previously agreed by written agreement.
6. Product features and instructions are fully described within the product documentation. The Client is responsible for checking and verifying that the Client's system or vehicle where the Products will be integrated is suitable for their application and integration prior to placing the PO.
7. Embention is not responsible if the Product is not adapted to the Client's project or vehicle or if the integration cannot be completed for reasons not attributable to Embention.
8. Integration, technical support or additional services provided by Embention will only apply to Products designed and manufactured by Embention. Embention does not guarantee and does not assume any liability in respect of third-party products.
9. Embention will inform the Client on a recurring basis of any improvements or faults detected in its Products, through the corresponding Service Bulletin, which shall be available on Embention's website. The fact that a possible error or improvement has not been communicated yet does not mean that it does not exist, and therefore the Client holds Embention harmless from any liability in this regard.

SIXTH.- SHIPMENT AND DELIVERY

1. Embention shall ship and deliver the Products ordered to the Client under CPT Incoterm.
2. If Parties agree to the application of any other Incoterm, Client undertakes to provide to Embention with all the signed declarations, documents and information requested.
3. The Client has five (5) business days after the Product delivery to examine and verify the amount and condition of the Products supplied and verify that are in accordance with the PO. In case of non-conformity shall notify Embention of any lack of conformity with the Products placed.
4. If Client does not notify a lack of conformity during the said period, the delivery shall be deemed as correctly done, and the Products as being accepted by Client.
5. In the event of damaged Products or a shortage of Products, Embention shall give the Client a solution in order to achieve the best option for both Parties.
6. Delivery dates agreed by Parties are not definitive and are conditioned to the availability, and processes and may vary depending on the Products ordered and stock availability. Embention will do its best to fulfill the delivery date when possible. Delivery dates are indicative and not guaranteed or binding and Embention reserves the right to extend the delivery period if necessary
7. Transport costs do not include insurance coverage for the shipment.

SEVENTH.- CLIENT

1. Shall refrain from issuing or formulating any condition, guarantee, promise or representation on behalf of Embention, as well as from assuming obligations on its behalf.
2. Shall act diligently and cooperate with Embention in the preservation of the good image, reputation and prestige of the Products.
3. Shall comply with applicable legislation related to the purchase, import/export and commercialization of the Products.
4. Shall report to Embention for any complaints/ reclamations regarding the Products that could eventually be received from any third party.
5. Shall purchase and maintain in force a commercial general liability insurance policy, including product liability coverage. Such policy shall provide reasonable coverage for all claims with respect to the activity developed by Client and its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners.
6. In some countries, authorities may require specific conditions to operate Products. Embention will not be responsible in any case of operations not performed according to applicable law. The Client is responsible for ensuring that Products can be used in such countries and imported, exported or reexported from them.
7. Shall use Products to its sole responsibility and should have extensive knowledge about the system and safe operations. Embention will not be responsible for damages caused during any operation.
8. Is responsible for the use of Products and shall indemnify and hold Embention harmless from and against any and all costs, losses or damages of any kind, including attorney's fees, which Embention may suffer or incur, and from and against any and all claims, costs, losses or damages of any kind suffered or incurred by the Client or others.

9. The client understands and recognizes that the Product needs a specific technical integration to adapt it to the Client's final vehicle and processes which may vary depending on different conditions. The Client knows and recognizes the type of product it is purchasing and that it is the sole responsible if the Product needs any kind of further adaptation, variation or development in order to adapt it to its personal project and holds Embention harmless from any responsibility in this regard. Any help given by Embention to this matter would be independently quoted to the Client and paid to Embention as agreed by Parties.
10. Regarding flight operations, undertakes to comply with all legal requirements and certifications required by the competent authorities, including but not limited to:
 - a. Obtain all necessary licenses and certifications for the development of its activity.
 - b. Carry out flight operations and test flights ("Operations") in accordance with applicable regulations.
 - c. Obtain all necessary licenses and insurance coverages for the vehicles used in Operations.
 - d. Obtain all necessary civil liability insurance policies that cover its activity and Operations.
11. Knows the risks involved in the Operations as well as the possible consequences derived from them, assuming full responsibility as follows:
 - a. Exempts Embention, its directors, administrators, and employees from material or personal liability arising out of the Operations or from the breach of the undertakings contained herein.
 - b. Undertakes not to make claims against Embention its directors, administrators, and employees for bodily injury, death, loss, or damage to personal property, or other damages, including resulting from negligence or acts or omissions resulting from the Operations.
 - c. Assumes the entire responsibility of the Operations and derived consequences including those Operations where piloting by Embention is required.
12. Will not use, promote the sale, sale or resale the Products:
 - a. for chemical/ biological/ nuclear weapons or missiles capable of delivering such weapons;
 - b. in or sold them to territories subject to arms embargo, war territories or territories in similar conflicts;
 - c. to be re-exported/ sold/ transferred if it is known/ suspected that are intended or could be used for such purposes;
 - d. to be transferred or exported without consent in writing of the corresponding Authorities.

EIGHTH.- TRADEMARKS AND IP RIGHTS

1. The Client may not use Embention's trademark, logo or image without prior authorisation from Embention and shall refrain from any actions that could damage Embention's reputation.
2. Any intellectual or industrial property rights regarding (including but not limited to) Embention's concepts, data, designs, developments, documentation, drawings, hardware, ideas, validations, certifications, works, improvements, information, products, patents, trademarks, prototypes, inventions, processes, software, techniques, technology, tools, know-how, and any other intellectual or industrial property, and any third party licences or other rights, are and shall remain the exclusive property of Embention.
3. Embention does not grant the Client any rights, including but not limited to ownership rights, license, reproduction/reconstruction rights nor rights of use, modification, reverse engineering, or transfer of any intellectual or industrial property rights or option rights to any information disclosed under this Agreement.
4. The Client undertakes not to register, either within or outside the Spanish national territory, any industrial or intellectual right, trademark, logo, name, symbol, graphic, patent, name, domain name or any other element or material in relation to any signs creations or Products, the same or similar, derived from or imitating the intellectual or industrial property rights property of Embention object of this Agreement.
5. In the event that the Client becomes aware of any violation by a third party of any of the rights inherent in the ownership of such rights, it must notify Embention immediately.
6. Client authorizes Embention to make public the existing collaboration between Parties.
7. Client authorizes Embention to use their trademarks, logos and trade names, as well as photographs and videos of the project on which both Parties collaborate always in connection with the Agreement unless such material is considered confidential according to the non-disclosure agreement entered into by both Parties.

NINTH.- WARRANTY

1. Embention warrants the quality and compliance of the Products for two (2) years from the delivery of each Product.
2. Warranty won't apply if Products are modified/manipulated by Client in a manner not contemplated in the applicable specifications documents. Modifications/repairs shall be done by Embention or in accordance with Embention's instructions.
3. Embention warrants that Products do not infringe any intellectual property right held by any third party.
4. In order for Client to exercise the warranty, Client must give Embention written notice of such nonconformity within the warranty period, and Embention must determine if such nonconformity is covered or not by the warranty.
5. If Embention considers warranty shall apply to any Product after Client's nonconformity claim, Embention will decide to correct any material errors in the provision of the Products or to replace them if they do not conform to the warranty.
6. Any repair or replacement out of warranty shall be expressly authorized by Embention. Costs of (including, but not limited to) work, shipment and repair outside the framework of this warranty shall be charged by Embention to Client.
7. Warranty only applies to Products designed and manufactured by Embention. Third party products distributed by Embention as distributor, will be covered exclusively by

manufacturer conditions. Embention does not guarantee and does not assume any liability in respect of third-party products.

TENTH.- RETURNS

1. Products could only be returned to Embention for maintenance/repair in case of Embention 's acceptance, after Client's request. If Embention authorizes the return of any Product for maintenance/ repair, Client undertakes to follow Embention return instructions.
2. Embention reserves the right to reject any Product sent by the Client to Embention before obtaining Embention 's previous authorization and instructions.
3. A Return Merchandise Authorization (RMA) number must be requested to Embention prior to any return. Return shipments without an RMA shall be refused and returned to the Client.
4. Shipping return costs and responsibilities of returned Products for any reason from Client to Embention will be paid by the Client. All replaced components shall become the ownership of Embention.
5. Shipping costs of repaired Products from Embention to the Client will be paid by the Client, unless warranty applies to the repair.
6. Warranty will not apply if defects in the Products are a consequence in full or in part of incorrect, careless or incompetent use by the Client such as, including but not limited to: falling or impact damage, fire or water damage, sparks, wrong connection or if the Client, without the permission of Embention, has introduced modifications in the products. If this is detected by Embention, Embention will charge all the costs associated with such RMA to the Client. Such costs shall be paid by the Client in advance the Product is returned to the Client.
7. Embention is not responsible for any cost or legal responsibility that occurs due to a misapplication of the return procedure.

ELEVENTH.- TERMINATION

1. Either Party may terminate the Agreement at any time upon fifteen (15) calendar days prior to written notice to the other Party in the event that the other Party breached any of its obligations and such breach, having been amicably claimed, was not cured before the expiration of such period ("**Cure Period**").
2. Embention may terminate the Agreement at any time upon thirty-five (35) calendar days prior to written notice to the Client.
3. In case of termination of this Agreement by any cause Embention shall not be bound to compensate or indemnify the Client for current or future loss of profit, any expenses, investments or commitments acquired by the Client in relation with the Agreement.
4. Consequences of termination of the Agreement:
 - a. The Client shall immediately cease the use of any Embention 's intellectual or industrial property rights unless otherwise agreed.
 - b. Any PO 's accepted by Embention before the termination of the Agreement shall be paid in full by the Client.

TWELFTH.- CONFIDENTIALITY

1. *Interpretation*

For the purposes of this clause, the following phrases shall have the following meanings:

- "Affiliate": an entity shall be deemed an "Affiliate" of a Party if it is a company, corporation or other business entity, that is controlling, controlled by or under common control with such Party. For the purposes of this definition, 'control' shall mean the direct or indirect ownership of more than 50% of the equity interest or voting securities in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.
- "Confidential Information" shall mean, (including but not limited to) any information, document, material, images or data disclosed or made available by a Party to the other, in writing, presentially, orally or as a recorded in any possible media, via telephone, email, fax, or letter, between any member, employee, director or similar related person to any Party, before, after or during the term of this Agreement, according to its terms and conditions.

Confidential Information, shall mean, including but not limited to:

- a. Business plans, financial reports, legal information, contract information, financial data, employee data, customer lists, forecasts, strategies, and any business information.
- b. Product designs and/or specifications, algorithms, computer programs, mask works, algorithms, inventions, unpublished or published patent applications, patents, trademarks, intangibles, internal processes, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, software or firmware code, hardware configuration and construction process, semiconductor or printed circuit board layout diagrams, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, designs, surveys and/or reports of a technical nature or concerning research and development and/or engineering or other activities.
- c. Copies, notes, documents, informs, presentations, abstracts and other tangible embodiments made by the Receiving Party for any own purpose (internal or external) that are based on or contain any of such information, as well as the existence and progress of the Purpose.
- d. Notes, reports, documents, presentations, communications, and other tangible or intangible information (included but not limited to) related to Embention's dual use product classification, export procedures, internal compliance programs, export licenses, third parties communications, authorities export communications, or other similar information.

Concerning Confidential Information:

- a. Any information will be considered as Confidential Information and protected under this Agreement whether it is identified as "*Confidential*", "*Secret*" or with similar marks. The absence of such marks shall not invalidate the confidential nature of any information provided that the confidential and secret nature of such information is clearly identifiable from its content and context. The presumption is that information shared between the Parties in relation to the Purpose is Confidential Information.

- b. In any case the Parties undertake to ask the other Party for written authorization in case of any doubt regarding the nature of any information disclosed between them, before use it or disclose it to any third party, which is prohibited under this Agreement.
 - c. Most of the Confidential Information disclosed by Embention to the Partner could be classified as Trade Secret and/or Business Secret according to applicable laws. The Partner undertakes to treat this Confidential Information in accordance with this categorization and nature.
 - d. The Partner undertakes to keep Embention's strategic information confidential and secret, pursuant to the provisions of Law 1/2019 of 20 February 2019 on Trade Secrets. In this sense, any technical, scientific, industrial, organisational or financial process which is a secret, which has business value and which the Supplier must take reasonable measures to keep secret, shall be considered secret information. This includes but is not limited to technical processes and production know-how, data collections, algorithms, source codes, project development, business strategies, business plans, etc., which shall be considered secret.
- "Receiving Party": shall mean the Party to whom the Confidential Information is disclosed.
 - "Disclosing Party": shall mean the Party who discloses the Confidential Information.
 - "Purpose": shall mean any cooperation and works to be (or being) conducted by and between the Parties with regards to their commercial relation and the Agreement.

2. Undertakings

- a. In consideration of the Parties disclosing Confidential Information to each other in connection with the Purpose, the Receiving Party undertakes to the Disclosing Party:
 - a. To use all Confidential Information of the Disclosing Party exclusively for the Purpose;
 - b. To maintain confidential all Confidential Information of the Disclosing Party that it may acquire;
 - c. Except as specifically authorized in writing by the Disclosing Party, not to directly or indirectly use or disclose any of the Confidential Information;
 - d. Not to contact or communicate with the Disclosing Party other than through the authorized persons nominated by the Disclosing Party from time to time with regard to the Purpose.
- b. Parties will not make any announcement or disclosure in connection with the Purpose or this Agreement and not to instruct any other person to do so without the prior written agreement executed by the Parties;

3. Exclusions

Confidential information does not include any information that:

- a. was in the public domain, or publicly available prior to its receipt by the Receiving Party under this Agreement; or,

- b. is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports),
- c. became lawfully known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party; or,
- d. was in the possession of the Receiving Party, without confidentiality obligations, at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; or,
- e. was independently developed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party as documented by Receiving Party's written documentation; or,
- f. If such information is expressly disclosed to the Receiving Party or to others on a non-restricted basis.

The Receiving Party shall demonstrate and prove the situations set forth in this clause.

4. *Confidentiality measures*

- a. To maintain the confidentiality of the Confidential Information of the Disclosing Party, the Receiving Party shall:
 - i. not to use Confidential Information for purposes other than the Purpose defined above; and,
 - ii. that disclosure of Confidential Information to any employee or Affiliate will be subject to each of the restrictions set forth herein by the signature of the corresponding non disclosure agreement; and,
 - iii. not to use Confidential Information to benefit itself or to damage the Disclosing Party; and,
 - iv. that such Confidential Information will remain the property of the Disclosing Party and is not to be mechanically or electronically copied or reproduced without the express written permission of the Disclosing Party; and,
 - v. not to reverse engineer, disassemble, decompile, or determine the composition of any formulations, prototypes, software or other tangible objects that embody the Confidential Information and that are provided to the Receiving Party hereunder.
 - vi. not to modify, commercialise, distribute, sell, license or sub-license, trade or expose for the sale the Confidential Information.
- b. The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees and Affiliates, who:
 - i. have a need to know Confidential Information in connection with the Purpose,

- ii. are informed of the confidential nature of the Confidential Information,
 - iii. only have access to so much of the Confidential Information needed to accomplish the Purpose, and
 - iv. have obligations with respect to the Confidential Information that are consistent with this Agreement under the signature of the corresponding non disclosure agreement.
- c. The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own confidential information, but in no event less than a reasonable standard of care.
- d. The Receiving Party shall require those who are permitted by this Agreement to have access to the Confidential Information, prior to any disclosure to such persons, to sign an agreement imposing upon such persons or entities restrictions on non-use and disclosure of the Confidential Information that are at least as restrictive as the restriction in this Agreement.
- e. The Receiving Party shall reproduce any notice of the Disclosing Party's proprietary rights on any copies of the Confidential Information in the same manner in which such notices were set forth in or on the original.
- f. The Receiving Party shall protect all trade secret information as required in this Agreement in perpetuity or for so long as such information remains a trade secret under applicable law. The Receiving Party shall immediately notify the Disclosing Party in the event it becomes aware of any unauthorized use or disclosure of the Confidential Information.
- g. The Receiving Party shall at the request of the Disclosing Party at any time deliver up (or destroy) to the Disclosing Party all documents and other material in the possession, custody or control of the Receiving Party, its agents employees or professional advisers that bear or incorporate any part of the Confidential Information of the Disclosing Party provided that each Party is permitted to retain Confidential information strictly to the extent (and for the time) necessary in order to comply with its regulatory, auditing and statutory obligations or any order of a competent court or body having jurisdiction.
- h. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to the extent required by an applicable court order or by law, provided that:
 - i. to the extent possible, the Receiving Party gives the Disclosing Party reasonable advance written notice of such disclosure,
 - ii. the Receiving Party reasonably cooperates with any request by the Disclosing Party to contest or avoid such compelled disclosure and/or secure confidential treatment of such Confidential Information (whether through protective order or otherwise), and
 - iii. the Receiving Party discloses only that portion of the Confidential Information that is required to be disclosed.

5. *Rights and obligations*

- a. All Confidential Information will remain the exclusive property of the Disclosing Party.
- b. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under (including but not limited to) the Disclosing Party's Confidential Information, patents, copyrights, trade secrets, trademarks or other intellectual property rights.
- c. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, logo or any other proprietary rights of the other party (or any of its Affiliates) in any manner without prior written authorization of the other Party.
- d. No other rights or obligations other than those expressly recited herein are to be implied by this Agreement with respect to patents, inventions, copyrights, and Confidential Information.
- e. No Confidential Information which may be transmitted or exchanged by the respective Parties will constitute any representation, warranty, assurance, or guarantee of inducement by either Party to the other with respect to the infringement of patents or to the rights of others.
- f. All Confidential Information is provided by each Disclosing Party hereunder "AS IS" and the Disclosing Party makes no warranties, express or implied or otherwise, regarding its accuracy, completeness, performance, merchantability or fitness for a particular purpose.
- g. The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

THIRTEENTH.- FORCE MAJEURE

1. Neither Party shall be liable to the other Party for delay or failure to perform any of its obligations resulting from events of force majeure ("**Force Majeure**"), including, but not limited to, acts of God or of the public enemy, fire, flood, storm, explosion, earthquake, epidemic, pandemic, riots, wars (whether declared or undeclared), hostilities, civil commotion, strikes, lockouts and labor disputes (other than those affecting only the labor force of the affected Party), interruption of its or its sub-suppliers supply, inability to obtain fuel, power, raw materials or freight or transportation services, any law or regulation, any decision by any judicial or arbitral tribunal or any other acts of any government or any agency or instrumentality thereof or persons purporting to act with governmental authority, or any other cause beyond the reasonable control of such Party or which such Party is not able to overcome by the use of reasonable measures or which such Party is able to overcome only at substantial expense.
2. If any such event of Force Majeure should occur, the affected Party shall give written notice thereof to the other Party within three (3) calendar days of it becoming aware of such event. If any such event of Force Majeure continues, in whole or in substantial part, whether

continuously or intermittently, for a period of ninety (90) calendar days or more, the other Party may terminate the Agreement.

FOURTEENTH.- PERSONAL DATA PROTECTION

1. The Parties undertake to process the personal data to which they have access or which it is provided for the purpose of this Agreement in accordance with such Party's instructions and in any case in compliance with the European or any other applicable regulations on the protection of personal data, as well as not to disclose such data to third parties, even for reasons of their conservation, and to apply all legally required security measures in order to preserve the integrity, confidentiality and availability of personal data.
2. Parties' obligations under the Agreement shall remain in force after its termination. Each Party shall be responsible for the performance of such obligations by its personnel in connection with the performance of the Agreement.
3. If third parties access personal data, they must assume and undertake to comply with all the commitments assumed by the Parties under this Agreement or others that the applicable data protection legislation requires at any time.
4. Once the Agreement has ended, Personal Data must be destroyed or returned to each Party, as well as any support or document containing any personal data subject to processing.

FIFTEENTH.- INDEPENDENCE

1. The Parties act as independent Parties, without the Agreement implying the existence of any other type of relationship, such as the establishment of a joint venture of any kind or an association or alliance or any employment relationship, and each Party therefore assumes, in its entirety, expressly exempting the other Party, all tax, labor, administrative or any other obligations that may arise in this regard.

SIXTEENTH.- SUBCONTRACTING

1. The client knows and agrees that Embention may subcontract contracted services by the Client to third parties with no previous authorization or communication needed, with the understanding that there shall be no diminution in the quality of the services provided and that Embention remains fully responsible for the services.
2. Embention reserves the right to subcontract manufacturing processes of the Products with no previous authorization by the Client.

SEVENTEENTH.- ASSIGNMENT

1. The Parties may not assign/transfer their position on this Agreement to third parties without prior written and expressly agreed.
2. In case of assignment of third parties such Party shall be jointly and severally liable for the obligations assumed by the assignee, including any damages suffered by the other Party as a result of the assignee's actions.

EIGHTEENTH.- WAIVER

1. Failure by either Party to exercise any of its rights, powers or remedies under this Agreement or its delay to do so shall not constitute a waiver of those rights, powers or remedies. Such failure to exercise or partial exercise by a Party of a right, power or

remedy shall not prevent its subsequent exercise or exercise of any other right, power or remedy.

2. The waiver or deferral of any of the rights provided for in the Agreement, or any part thereof, shall only be binding if expressly stated in writing.

NINETEENTH.- ENTIRETY OF THE AGREEMENT

1. This Agreement, constitutes the entire agreement between Parties and supersedes all other prior agreements, understandings, representations, contracts and warranties, both written and oral, between the Parties, with respect to the subject matter hereof.
2. If a clause is declared, in whole or in part, invalid or ineffective, such declaration shall affect only that clause or that part which is null and void or ineffective. The Parties shall negotiate a new clause, which shall be valid for the purpose of replacing the invalid clause, on the most similar terms.
3. No party shall take, or cause to be taken, including by entering into agreements or other arrangements with provisions or obligations that conflict, or purport to conflict, with the terms of the Agreement, any action with either an intent or effect of impairing any such other person's rights under the Agreement.
4. In case Client includes in a PO any particular or general conditions different than the Agreement, this Agreement will always prevail over those conditions. For clarification purposes, general terms and conditions of third parties, including those of the Client, shall not apply and only the Agreement shall apply, unless otherwise expressly and written agreed by Parties.
5. In the event that the Parties enter into or sign any other agreement or document relating to the purchase of Products from Embention, any terms differing from any of the terms of the Agreement, will not be applicable and this Agreement shall always prevail over such other clauses, unless otherwise expressly and written agreed by Parties.

TWENTIETH.- LAW AND JURISDICTION

1. The Agreement shall be construed and is governed pursuant the jurisdiction and the laws of Spain.
2. Any differences that may arise shall be submitted to the Courts of Law of Alicante, waiving any other venue they might be entitled to.