

**Master Services Agreement**

This Master Services Agreement (“**Agreement**”) is entered into on **1st of July 2021** (“**Effective Date**”)

**between**

**Garrett Motion Czech Republic s.r.o**

Turanka 1302/100

627 00,

Brno

hereinafter “**Garrett**”

**and**

[**Insert Supplier’s full legal entity name**]

[Insert address]

[Insert address]

[Insert address]

hereinafter “**Supplier**”.

Each of Garrett and Supplier are hereinafter being referred to as a **“Party”**, and together as the **“Parties”**.

**Preamble**

Supplier is in the business of providingengineering services related to software development. Garrett desires to engage Supplier, from time to time, to provide services to Garrett and/ or Garrett’s affiliates. This Agreement sets forth the general terms and conditions applicable to all Statements of Work and Purchase Orders issued to Supplier by Garrett, irrespective of any potential references to other general terms and conditions of either of the Parties e.g. in purchase orders and/ or purchase order acknowledgements, except if explicitly agreed otherwise in writing.

**1**. **Services**

**1.1 Services**. All services and/ or deliverables performed and/ or required under this Agreement **(“Services”**) shall be performed and/ or delivered in accordance with **Schedule 1** “**Standard Fees and Discounts**” to this Agreement, if any, and/ or as supplemented in accordance with individual purchase orders (**“Purchase Orders”**) and/ or statements of work (“**SOW’s**”). For the avoidance of doubt, reference to the “Agreement” in this Agreement shall include applicable SOW’s and/ or Purchase Orders.

**1.2 SOW Issuance**. Except as may otherwise explicitly be agreed in writing, Purchase Orders issued by Garrett, and SOW’s agreed between the Parties, shall be governed by this Agreement. For the avoidance of doubt, potentially agreed deviations from this Agreement in individual SOW’s and/ or Purchase Orders shall only apply to the respective SOW’s and/ or Purchase Orders.

**1.3 Changes to SOW’s**.Garrett may direct changes to SOW’s and/ or Purchase Orders through issuance of a change order in Garrett’s electronic purchasing system. If any change causes an increase or decrease in the cost of, or the time required for, performing the SOW and/ or Purchase Order, an equitable adjustment will be made to the SOW and/ or Purchase Order price, delivery dates or both. Garrett may deny any request for adjustment under this provision unless it is asserted in writing (including the amount of the request and supporting documentation substantiating the request) and delivered to Garrett within 30 days from the date of Supplier’s receipt of the Garrett-directed change to the SOW and/ or Purchase Order. Any adjustment must be mutually agreed to by the Parties in writing. Notwithstanding any disagreement between the Parties regarding the impact of a change, Supplier will proceed diligently with its performance under the SOW and/ or Purchase Order as changed pending resolution of the disagreement.

**1.4 Garrett Affiliates**. Unless expressly agreed otherwise in writing, this Agreement shall apply to any SOW’s and/ or Purchase Orders agreed/ issued by the Garrett legal entity which has entered into this Agreement. This shall equally apply for SOW’s and/ or Purchase Orders agreed/ issued by Affiliates of the Garrett legal entity which has entered into this Agreement. **Garrett Affiliates** are being defined as Garrett Motion Inc. and all of its directly or indirectly held subsidiaries. For the avoidance of doubt, reference to Garrett in this Agreement shall respectively apply for Garrett Affiliates, to the extent applicable.

**2. Work Guidelines and Personnel**

**2.1 Supplier Personnel**. Supplier shall assign qualified personnel to perform the Services and will ensure that its personnel devote sufficient time and effort in performing the Services as necessary to complete them in accordance with this Agreement. Supplier will bear all liability for the acts or omissions of the personnel assigned to perform the Services. Supplier will use its best efforts to ensure the continuity of Supplier's personnel performing the Services. Supplier shall not charge Garrett for any replacement personnel assigned by Supplier until Garrett and Supplier agree that the replacements have acquired orientation and background substantially equal to that of any replaced personnel. If Garrett reasonably determines that any Supplier personnel performing Services are unacceptable, Garrett will notify Supplier and Supplier will take prompt, appropriate corrective action, which may include, at Garrett’s request, replacing the personnel. Supplier will pay all costs associated with replacing the personnel. If Supplier refuses to replace any of its personnel upon Garrett’s request, Garrett may immediately terminate this Agreement and/ or the respective Purchase Order(s) and/ or SOW(s).

**2.2 Key Personnel**. The Parties may designate certain Supplier personnel critical for the successful performance of the Services as **“Key Personnel.”** Supplier will assign the Key Personnel to perform the Services and will not reassign or remove any Key Personnel without Garrett’s prior written consent, which shall not be unreasonably withheld.

**2.3 Adherence to Delivery Schedule**. **Time is of the essence** with respect to the delivery schedule (“**Delivery Schedule”**). If Supplier reasonably believes that it will be unable to meet the Delivery Schedule or any portion thereof, Supplier shall immediately notify Garrett of the anticipated delay and take immediate corrective action to comply with the Delivery Schedule (including without limitation working overtime or providing additional personnel or equipment or other resources). All corrective actions shall be at Supplier’s sole cost and expense, unless the delay or anticipated delay is caused by Garrett, in which case the Parties shall mutually agree upon a corrective action plan and apportioning of the cost. If Supplier fails to promptly develop and implement a corrective action plan, Garrett may implement its own corrective action plan at Supplier’s expense.

**2.4 Non-Solicitation.** Neither Party may hire or solicit the services or employment of any personnel of the other Party involved in the Services during the term of the Agreement and/ or the respective Purchase Order and/ or SOW, and for one year thereafter. This restriction will not prohibit either Party from hiring personnel as a result of general recruiting strategies that are not directed specifically towards the other Party’s employees, including but not limited to the placement of general advertisements or posting of positions on the internet.

**2.5 Independent Contractor**. Nothing in this Agreement will be construed to place Supplier and Garrett in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party has the authority to obligate or bind the other in any manner, and nothing contained in this Agreement will give rise or is intended to give rise to rights of any kind to any third parties. Neither Party will make any representation to the contrary. The Parties agree that Supplier will perform its obligations under this Agreement as an independent contractor. Supplier retains the right to exercise full control of, supervision over and responsibility for Supplier’s performance hereunder, including the employment, direction, compensation and discharge of Supplier’s personnel, as well as compliance with workers’ compensation, unemployment, disability insurance, social security, withholding tax and all other laws, rules, codes, regulations and ordinances governing such matters.

**3. Term and Termination**

**3.1 Term of Agreement**. This Agreement becomes effective on the Effective Date and shall remain in effect for a period of 3 (three) years (“**Term**”). Unless terminated as per the below terms, this Agreement and the Term shall automatically and consecutively renew for one year periods. This Agreement shall continue to govern SOW’s and Purchase Orders entered into before the end of the Term.

**3.2 Termination for Convenience**. Notwithstanding any firm time period or quantity in an SOW and/ or Purchase Order, Garrett may terminate this Agreement, any SOW and/ or Purchase Order, in whole or in part, at any time with or without cause upon 10 days’ prior written notice.

**3.3 Termination for Cause**. The non-breaching Party may terminate this Agreement and/ or the respective SOW and/ or Purchase Order, in whole or in part, if the other Party commits a material breach and the breaching Party fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or delivery of nonconforming Services. Garrett may terminate this Agreement, any SOW and/ or Purchase Order immediately upon written notice if Supplier becomes insolvent or if any petition is filed or proceedings commenced by or against Supplier relating to bankruptcy, receivership, reorganization, assignment for the benefit of creditors or a similar proceeding.

**3.4 Effect of Termination**. If Garrett terminates this Agreement, SOW and/ or Purchase Order for convenience or cause, Garrett’s sole liability to Supplier, and Supplier’s sole and exclusive remedy, is payment for Services received/ completed and accepted by Garrett before the termination, payment for which can be set off against any damages to Garrett as per the applicable legal regulations. Upon termination, Garrett may require Supplier to transfer title and deliver to Garrett any Services and work in progress. Garrett shall pay the SOW and/ or Purchase Order price or equitable portion thereof for the respective Services or work in progress, subject to set off against any damages to Garrett.

**3.5 Substitute Performance**. If Garrett terminates this Agreement for cause, Garrett may, without prejudice to any other rights or remedies it may have, provide or perform, or have a third party provide or perform, all or any part of the Services or Deliverables which have not been provided or performed at the time of termination, in accordance with the applicable SOW and this Agreement. All costs incurred by Garrett in providing the Deliverables or performing the Services or having a third party do so, including reasonable overhead, incidental expenses and reasonable attorney and professional fees, will be charged to Supplier or deducted from any sums due or to become due to Supplier.

**3.6 Continued Performance**. To the extent that any portion of this Agreement, any SOW and/ or Purchase Order is not terminated, Supplier shall continue performing the unterminated portion.

**4. Pricing, Expenses, Invoicing and Payment Terms**

**4.1 Pricing**. Supplier will perform the Services at (or below) the prices stated in **Schedule 1** or the applicable SOW and/ or Purchase Order. Unless otherwise provided in the SOW and/ or Purchase Order, the prices include: **(a)** all packaging and freight to the specified delivery point; **(b)** applicable taxes and other government charges including but not limited to all sales, use, or excise taxes; **(c)** all customs duties, fees, or charges; and **(d)** all items, intellectual property, and services necessary or incidental to provide the Services in accordance with the applicable SOW and/ or Purchase Order. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Garrett of any Services, Garrett will pay the tax in addition to payments otherwise due to Supplier under this Agreement, if Supplier provides to Garrett a value-added tax (or equivalent tax) invoice.

**4.2 Most Favorable Pricing**. Supplier warrants that the prices charged for the Services under this Agreement are not higher than the lowest prices charged by Supplier to any of its external customers for similar services. If Supplier charges any external customer a lower price for similar services, Supplier shall notify Garrett and apply the lower price to all Services. If at any time before full performance of this Agreement Garrett notifies Supplier in writing that Garrett has received a written offer from another service provider for services similar to those provided under this Agreement at a price lower than the price set forth in this Agreement or a SOW, the Parties shall cooperate in good faith with the intention to meet the lower price.

**4.3 Reimbursable Expenses**. Each invoice will separately set forth expenses authorized in advance in writing by Garrett for reimbursement (“**Reimbursable Expenses**”). Garrett shall reimburse Supplier for reasonable, necessary and pre-approved expenses incurred by Supplier in providing the Services that are in accordance with applicable Garrett Policy. Invoices shall enumerate expenses actually incurred and be accompanied by documentation such as receipts, vouchers and invoices that are reasonably necessary to verify the amount, date and nature of each expense.

**4.4 Invoicing**. Supplier will submit invoices describing the Services, Reimbursable Expenses and the payments due. Invoices for Services not compensated on a fixed price basis will be itemized to reflect, as applicable, the number of hours or costs for which Supplier seeks reimbursement, and will be supported by time sheets, receipts and other documentation as Garrett may reasonably require. The invoice shall also include the following information: **(a)** name and address of Supplier and the Garrett entity purchasing the Services; **(b)** name of shipper (if different from Supplier); and **(c)** Garrett’s Purchase Order number(s). Payment of an invoice does not constitute acceptance of the Services or Reimbursable Expenses, and such payment is subject to appropriate adjustment should Supplier fail to meet the requirements of this Agreement. Payment terms are net 120 days from receipt of a proper invoice and conforming Services. If Garrett disputes an invoice, Garrett shall pay the undisputed portion of the invoice and withhold payment of the disputed portion until the dispute is resolved. Payment will be scheduled for the first payment cycle following expiration of the above net terms period.

**5. Records and Audit**

**5.1 Records**. Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier’s compliance with the terms of this Agreement, and shall require its sub-tier suppliers to do the same. Supplier and its sub-tier suppliers will permit Garrett’s auditors to have access at all reasonable times to such records. Supplier and each sub-tier supplier will also furnish other information as may be needed by Garrett or its representatives in auditing compliance with the terms of this Agreement.

**5.2 Audit**. Garrett may perform audits up to two years following completion of any Services. If, as a result of an audit, any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made by Supplier or Garrett, as the case may be. Supplier will also promptly correct its sub-tier suppliers’ deficiencies, if any, discovered as a result of the audit.

**6. Acceptance**

Supplier shall notify Garrett in writing when the Services have been completed and are ready for final inspection and acceptance (“**Completion Notice**”). If the Services are defective or otherwise not in conformity with this Agreement, then Garrett may, by written notice to Supplier: **(a)** terminate this Agreement, the respective SOW and/ or Purchase Order, in whole or in part, for cause under the Termination for Cause clause; **(b)** accept the Services, in whole or in part, at an equitable reduction in price; or **(c)** reject the Services, in whole or in part. If Garrett rejects the Services under subsection **(c),** then Supplier shall, at Supplier’s expense and in a timely manner, at Garrett’s option, re-perform, correct, repair or replace the defective or non-conforming Services so that they conform to the requirements of this Agreement. If Supplier is unable or unwilling to fulfill this obligation within a reasonable time, then Garrett may fulfill or have a third party fulfill Supplier’s obligation at Supplier’s expense.

**7. Warranties and Remedies**

**7.1 General Warranties**. Supplier warrants that: **(a)** each of its personnel has the proper skill, training and background necessary to accomplish their assigned tasks; **(b)** all Services will be performed in a competent and professional manner, by qualified personnel under the direction and control of Supplier, and in accordance with the highest standards in the industry provided by reputable service providers performing services of a similar nature; **(c)** all software Services provided to Garrett will be free of code capable of disrupting, disabling, damaging, or shutting down a computer system or software or hardware component thereof or other items that may interfere with Garrett’s use of any software Services; **(d)** there will be no encumbrances on any Services, and Garrett shall receive free and clear title to all Services; **(e)** the Services do not infringe the intellectual property or other rights of any third party or utilize misappropriated third party trade secret information; and **(f)** Garrett has the right to use for any purpose any ideas, methods, techniques, materials and information provided to it or otherwise obtained by Garrett as a result of this Agreement without restriction, liability or obligations, except as may be specified in this Agreement .

**7.2 Service and Deliverable Warranties**. Supplier warrants that upon delivery and for a period of two years following the Completion Notice (“**Warranty Period**”), the Services and Deliverables (including all replacement or corrected Services) shall: **(a)** be free from defects in material, workmanship, and design, even if the design has been approved by Garrett; **(b)** conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Garrett; **(c)** be merchantable and/ or fit for the intended purpose; and **(d)** comply with applicable laws and regulations.

**7.3 Remedies**. Supplier shall correct and repair any defect, malfunction, deficiency, error or non-conformance (collectively, “**Non-Conformance**”) in a Service which prevents the Service from conforming to the requirements of this Agreement and performing as warranted, at no cost to Garrett. If Supplier is unable or unwilling to correct or repair a Non-Conformance within a reasonable time, Garrett may, in addition to any other rights or remedies it may have at law or in equity, by itself or through a third party correct or repair the Non-Conformance, re-perform the non-conforming Services at Supplier’s expense, or require Supplier to provide Garrett with a refund for all Services which do not conform and perform as warranted. Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Services, and for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Services or of Garrett’s affected end-product; all freight charges; all customer charges; and all other corrective action costs (including costs of additional inspection or quality-control systems). Unless set off by Garrett, Supplier shall reimburse Garrett for all such costs upon receipt of Garrett’s invoice.

**7.4 Conditions Applicable to All Warranties**. The warranties set forth in this Warranties and Remedies Section survive any delivery, inspection, acceptance or payment by Garrett for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Services were previously inspected.

**8. Intellectual Property Ownership**

**8.1 Disclosure**. Supplier will promptly make a complete written disclosure to Garrett of each invention, technique, device, discovery or procedure, whether patentable or not (“**Disclosed Subject**”), conceived or first actually reduced to practice solely by Supplier and its employees or agents, or jointly with Garrett and its employees or agents, as a result of Services performed under this Agreement. As to each Disclosed Subject, Supplier will specifically point out the features or concepts that Supplier believes to be new or different.

**8.2 Ownership of Work Product**. The exclusive right, title and interest in and to all works performed under this Agreement, and all materials, source code, information, know-how and Deliverables prepared or developed as a result of Services performed, both as individual items or a combination of components and whether or not the Services are completed, including, without limitation, any Disclosed Subject (“**Work Product**”) will vest in Garrett. The Work Product will be deemed to be work made for hire and made in the course of Services rendered and will belong exclusively to Garrett, with Garrett having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive right, title or interest in the Work Product may not originally vest in Garrett as contemplated in this Agreement (e.g., the Work Product does not constitute works made for hire), Supplier hereby irrevocably assigns, transfers and conveys to Garrett all right, title and interest to the Work Product. Supplier and its personnel will give Garrett or any Garrett designee all reasonable assistance and execute all documents necessary to assist or enable Garrett to perfect, preserve, register or record its rights in any Work Product. If for some reason the right, title and interest to Work Product is not assignable to Garrett, then Supplier hereby grants to Garrett an exclusive (even as to Supplier), world-wide, assignable, paid-up, royalty-free, irrevocable, perpetual license to: **(a)** use, execute, reproduce, display, perform, maintain, distribute (internally and externally) copies of and prepare derivative works of the Work Product; **(b)** use, make, have made, sell, offer to sell, import and export the Work Product; and **(c)** authorize or sublicense others to do any, some or all of the foregoing without accounting to Supplier. Supplier will, immediately upon request of Garrett, or upon termination, cancellation or expiration of the SOW or this Agreement, turn over to Garrett all Work Product and any Garrett documents or other materials held by or on behalf of Supplier, together with all copies thereof.

**8.3 Supplier’s Pre-Existing Works**. Nothing contained in this Agreement will be construed to restrict, impair or deprive Supplier of any of its rights or proprietary interest in technology or products which existed prior to and independent of the performance of Services under this Agreement (“**Supplier Pre-Existing Works**”). No Work Product will include any Supplier Pre-Existing Works or works of authorship of a third party. To the extent that any Supplier Pre-Existing Works or other materials owned by any third party are contained in a Deliverable, those materials shall be specifically identified in the applicable SOW. With respect to Supplier Pre-Existing Works or other material owned by Supplier or any third party incorporated into the Services, Supplier hereby grants to Garrett an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up, assignable license to: **(a)** use, execute, reproduce, display, perform, maintain, distribute (internally and externally) copies of and prepare derivative works thereof; **(b)** use, make, have made, sell, offer to sell, import and export the Supplier Pre-Existing Works or other material; and **(c)** authorize or sublicense others to do any, some, or all of the foregoing without accounting to Supplier.

**8.4 Remedies**. Supplier acknowledges and agrees that, in the event of a breach or threatened breach of this Intellectual Property Ownership Section, Garrett will have no adequate remedy at law and, accordingly, will be entitled to an injunction against a breach or threatened breach.

**9. Indemnification and Remedies**

**9.1 General Indemnification**. Supplier will, at its expense, defend and indemnify Garrett and its subsidiaries, affiliates, and agents and their respective officers, directors, shareholders, and employees, and Garrett’s customers (collectively, “**Indemnitees**”) from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee (“**Loss**”) arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Agreement. All Garrett remedies set forth in this Agreement are in addition to, and will in no way limit, any other rights and remedies that may be available to Garrett at law or in equity.

**9.2 Intellectual Property Indemnification**. Supplier will, at its expense, defend and indemnify Indemnitees from and against any and all Loss arising out of, resulting from, or occurring in connection with any alleged: **(a)** patent, copyright or trademark infringement; **(b)** unlawful disclosure, use or misappropriation of trade secrets; or **(c)** any other violation of any third party intellectual property right. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitee either the right to continue to use and commercialize the Services and Deliverables and the allegedly misappropriated trade secrets, or replace or modify the Services and Deliverables to make them non-infringing.

**9.3 Right to Defend**. Supplier will have the right to conduct the defense and settlement of any claim or action described in this Indemnification and Remedies Section, but in no event will Supplier enter into any settlement without Garrett’s prior written consent, which consent will not be unreasonably withheld. Garrett may participate in the defense or negotiations to protect its interests. If Supplier fails to defend or settle any Loss in a prompt and competent manner, then Garrett, at its option, has the right to take over the defense and settlement of the Loss at Supplier’s expense. Supplier will pay all costs, expenses (including reasonable attorney and professional fees), awards, judgments and settlements promptly as they become due, and Supplier will give Garrett all information, assistance and authority to enable Garrett to defend and settle the claim or action.

**10. Confidential Information & Data Privacy**

**10.1 Confidential Information**. All information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, Work Product, and other technical, business, or financial information, that: **(a)** is observed by Supplier or is supplied to Supplier by or on behalf of Garrett; or **(b)** Supplier designs, develops, or creates in connection with this Agreement; and **(c)** all derivatives of (a) and (b) that Supplier has or will design, develop or create; are “**Confidential Information**” of Garrett. All rights to Garrett’s Confidential Information belong exclusively to Garrett, with Garrett having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection.

**10.2 Data Privacy**. Supplier will process contact details of Garrett employees and its contractors (**“Personal Data”)** solely for the purposes of performance of the Agreement and in accordance with the written instructions of Garrett; not disclose or otherwise make available Personal Data to any third party, unless it has obtained prior written approval from Garrett and has entered into a written agreement with the third party requiring them to abide by terms no less protective than those in the Agreement; provide reasonable assistance, information and cooperation to Garrett to ensure compliance with Garrett’s obligations under applicable data protection laws, including responding to requests for exercising data subjects’ rights and allowing for, and contributing to, audits conducted by Garrett or another auditor mandated by Garrett; promptly, but in any case within 48 hours, notify Garrett after discovery by Supplier of any security breach (notice of a security breach shall be provided to [CIRT@garrettmotion.com](mailto:CIRT@garrettmotion.com)); within one (1) business day respond to all inquiries from Garrett and notify Garrett of all inquiries from an individual or a data protection authority or other government regulator regarding any aspect of Supplier’s processing of Personal Data (including a security breach); implement and maintain, at its cost and expense, appropriate technical and organizational measures in relation to the processing of Personal Data by the Supplier so as to ensure an appropriate level of security in respect of Personal Data processed by it; not engage a sub-processor to process Personal Data without Garrett’s prior specific or general written consent and, if Garrett gives its consent, Supplier shall appoint the sub-processor under a binding written contract which imposes the same data protection obligations as are contained in the Agreement on the sub-processor and Supplier shall remain fully liable to Garrett for the performance of each sub-processor’s obligations. In the case of general written consent, Supplier shall notify Garrett of any intended changes concerning the addition or removal of sub-processors and Garrett shall have the right to object to any such changes before they take place; and comply (and ensure that its sub-processors comply) with applicable data protection laws at all times.

**10.3 Disclosure**. Confidential Information may not be used by Supplier for any purpose other than for performing this Agreement, may not be disclosed to any third party, and will be returned to Garrett upon the earlier of Garrett’s written request or completion of this Agreement. If, with Garrett’s prior written consent, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier shall bind the sub-tier supplier to confidentiality requirements substantially identical to those set forth in this Agreement and Supplier shall remain responsible to Garrett for any breach thereof by its sub-tier suppliers. Supplier will provide Confidential Information only to its employees who have a business need for the information in order to perform this Agreement. No disclosure, description or other communication of any sort shall be made by Supplier to any third party of the existence of this Agreement, including its terms and conditions, the substance of any discussions or negotiations concerning this Agreement, or either Party's performance under this Agreement.

**10.4 Exclusive use. As all rights to Confidential Information belong exclusively to Garrett (see Section 10.1 above), for the avoidance of doubt, Supplier accepts and acknowledges that, for an unlimited period of time, regardless of termination, expiration or cancellation of this Agreement, Supplier may not use any Confidential Information for any purposes other than as directed by or agreed with Garrett, including but not limited to disclosing, offering and/ or selling any Work Product or any other product incorporating any Work Product, to third parties.**

**11. Insurance**

Supplier shall maintain and carry liability insurance which includes commercial general liability coverage (including product liability and, for Services to be performed, completed operations liability) in a sum no less than $5 million USD; automobile liability coverage in a sum no less than $5 million USD; worker’s compensation coverage in an amount no less than the applicable statutory minimum requirement; and employer’s liability coverage in an amount of no less than $1 million USD. This coverage shall be with insurance carriers with an AM Best rating of no less than A- or equivalent. This insurance shall be primary and non-contributory and shall be specifically endorsed or otherwise name Garrett and its Affiliates as additional insureds. Before delivery of any Services under this Agreement, Supplier shall provide to Garrett evidence that Supplier maintains the insurance required by this Insurance Section and that the coverage will not be changed without 30 days advance written notification to Garrett from the carrier(s). Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Garrett, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of any obligations under this Agreement.

**12. Miscellaneous**

**12.1 Entire Agreement and Modifications**. This Agreement contains the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations or promises, written or oral, between the Parties respecting the subject matter hereof. Neither Party has relied on any promises, inducements or representations by the other, except those expressly stated in this Agreement. No modification of this Agreement will be binding on either Party unless set forth in writing signed by authorized representatives of both Parties specifically stating it is amending this Agreement. No course of dealing, prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used herein. The Parties hereby state that this Agreement has been negotiated and entered into in good faith.

**12.2 Waiver**. The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions in the Agreement, nor will any such failure prejudice the right of the Party to take any action in the future to enforce any provisions in this Agreement.

**12.3 Severability and Exclusion of Hardship**. If any provision of this Agreement is held to be illegal, invalid, deemed not written, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement continue in full force and effect in so far as it remains a workable instrument to accomplish the intents and purposes of the Parties. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible. Unless otherwise agreed by the Parties, no change of circumstances, whether foreseeable or unforeseeable at the time of the conclusion of the Agreement, shall grant any right to either Party to demand renegotiation of the Agreement. Both Parties hereby accept to bear the risk of such a change.

**12.4 Assignment and Subcontracting**. Supplier will not assign this Agreement or any rights or obligations under this Agreement or subcontract all or any material aspect of the work called for without Garrett’s prior written consent. Any assignment without Garrett’s written consent shall be voidable at Garrett’s option. Garrett may assign this Agreement or any rights or obligations under this Agreement to any of its subsidiaries or affiliates or to any purchaser or successor to all or substantially all of the assets of the business or product line to which this Agreement relates without Supplier’s consent and upon written notice to Supplier.

**12.5 Notices**. All notices relating to this Agreement **(“Notices”)** must be in writing. Notices to the Parties will be sent to their respective addresses:

**If to Garrett:**

**Garrett Motion Czech Republic s.r.o**

Turanka 1302/100

627 00,

Brno

Jean Sebastien Roux

[jean-sebastien.roux@garrettmotion.com](mailto:jean-sebastien.roux@garrettmotion.com)

**If to Supplier:**

**[Insert supplier’s full legal entity name]**

[Insert address]

[Insert address]

[Insert address]

[Insert Functional Title of cognizant supplier manager]

[Insert Email address]

**12.6 Advertising**. Supplier will not use Garrett’s name or marks or refer to or identify Garrett in any advertising or publicity releases or promotional or marketing materials without Garrett’s prior explicit written consent.

**12.7 Survival**. Any provisions of this Agreement which by their nature are intended to survive its Term, shall remain in force after any termination or expiration of this Agreement.

**12.8 Force Majeure**. Neither Party shall be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence (“**Force Majeure Event**”), but any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if **(a)** it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and **(b)** the services to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the Delivery Schedule. Supplier’s ability to sell Services at a more advantageous price or Supplier’s economic hardship or disadvantage in the cost of providing the Services will not constitute a Force Majeure Event. The Party affected by a Force Majeure Event will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure Event, and will use its best efforts to remedy the delay if it can be remedied. If Supplier’s delivery is delayed, Garrett may, at Garrett’s sole option, cancel deliveries scheduled during the Force Majeure Event or elect to extend the period of performance by an amount equivalent to the length of the Force Majeure Event. If a Force Majeure Event occurs that affects delivery of Services to Garrett, Supplier will allocate its available capacities in a manner that assures Garrett of at least the same proportion of Supplier’s total output of Services as was allocated to Garrett before the Force Majeure Event. If delivery of any Services is delayed for more than 30 days, Garrett may, without liability, cancel all or any part of this Agreement.

**12.9 Integrity and Compliance**. When performing Services at Garrett’s facility, Supplier personnel will observe and comply with Garrett's security procedures, rules, regulations, policies, working hours and holiday schedules. Supplier will comply with all applicable laws and regulations and Supplier’s Code of Business Conduct (“**Code**”) in performing this Agreement. A copy of the Code may be obtained at <http://investors.garrettmotion.com/governance> (URL subject to change). Supplier will maintain an integrity and compliance program acceptable to Garrett and effective in preventing and correcting ethical violations and in maintaining compliance with laws. No Deliverables will contain any of the substances identified in Article 4.1 of the European Parliament Directive 2002/95/EC (RoHS Directive) as that Directive is updated from time to time. Supplier will be responsible for all costs and liabilities for or relating to recycling pursuant to the most current version of European Parliament Directive 2002/96/EC (WEEE Directive) as such Directive is implemented in each country. (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32002L0095> and <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32002L0096>). Both Parties agree to limit access to technology only to persons who qualify for access under the governing export laws, and who have a specific and legitimate business need for such information. Both Parties acknowledge and understand that persons from nations embargoed by the United States (including but not limited to Cuba, Iran, North Korea, Syria, and Sudan), and persons or entities included in any of the U.S. Government’s restricted parties lists, are prohibited from engaging in activities involving Garrett. Upon Garrett’s request, Seller agrees to provide Garrett with information necessary for Garrett to meet future re-export compliance obligations. Supplier represents, warrants and covenants that, as of the date of shipment, it will have obtained all necessary export and import licenses, permits or exemptions relating to the Deliverables exported by Supplier outside of the United States. Supplier will act as the exporter of record for purposes of U.S. Census Bureau, Automated Export System (AES) filings and comply with all U.S. export laws and regulations including, but not limited to the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR) for all Deliverables shipped outside of the United States, and will be responsible for obtaining all necessary validated export licenses and permits necessary to ship any Deliverables to locations outside of the United States. Supplier will advise Garrett of any import or export restrictions imposed by any governmental authority upon any of Supplier's Deliverables sold to Garrett.

**12.10** Supplier shall implement and sustain adequate quality systems to perform the Services.

**12.11 Governing Law and Forum**. This Agreement shall be governed by the laws of Czech Republic without regard to its conflicts of law principles. The Parties expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The courts of Contracts for the International Sale of Goods, 1980, and any successor thereto. The courts of Brno will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement.

**On behalf Garrett:**

Date:

Name:

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On behalf of Supplier:**

Date:

Name:

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_