

STANDARD TERMS AND CONDITIONS

The supply of products and services referred to herein is governed by the agreement in force between MXD INNOVATIONS LTD Secure Mobile IoT (Seller) and the Buyer governing the supply of such products and / or services (the "Underlying Agreement").

The Seller shall not be bound by any other terms and conditions, including those which may be included in Buyer's standard purchase order or which may have governed previous purchase and/or license transactions between Buyer and the Seller

SECTION 1: STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS – APPLY TO ALL PURCHASES OF PRODUCTS:

All purchases of hardware by the Buyer from MXD INNOVATIONS LTD Secure Mobile IoT or such of its Affiliates as is responsible for the delivery of the Products (as stated on the purchase order and confirmed on the corresponding order acknowledgment) (hereafter the "Seller") shall be governed by the Seller's Standard Terms and Conditions and any relevant Seller quotation document. Any purchase order placed by the Buyer for Products ("Order"), if and when accepted by the Seller, shall constitute a separate binding contract entered into by the Seller and the Buyer in accordance with and incorporating the Seller's Standard Terms and Conditions and any relevant Seller quotation document (hereafter "Agreement").

An Order (which may be part of a purchase order) is accepted only under the terms of the Agreement which shall apply to the exclusion of all others (including terms set out on the Orders issued by the Buyer). The Buyer's acceptance of Products shipped by the Seller pursuant to the Agreement shall be deemed as acceptance of the terms of the Agreement and the Products shipped.

1. DEFINITIONS

Capitalised terms used in the Agreement shall have the following meanings:

"Affiliates" shall mean parents, subsidiaries, partnerships, joint ventures and any entity(ies) that directly or indirectly controls or is controlled by a party, or with which a party shares common control. A party "controls" another entity when the party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the ability to direct its management..

"Bookable Order Criteria" shall mean the requirements for placing an Order, as specified by the Seller and may include (without limitation) the requested delivery dates and locations, full Buyer name, billing address, Product model numbers and descriptions, quantities and prices.

"Confidential Information" shall mean all information marked as confidential or proprietary or similar legend or which in all of the circumstances is clearly intended to be treated as confidential whether disclosed in writing, verbally or by any other means and whether directly or indirectly; provided that, if disclosure is oral, the information will be reduced to writing within thirty (30) days of the date of

disclosure, including, without limitation, the subject matter of the Agreement, data, technical information, know how, formulae, specifications, design rights, and any information relating to the relevant Party's products, operations, processes, plans or intentions, product information, trade secrets, market opportunities and business affairs and any information expressly agreed to be Confidential Information in any other provision of the Agreement.

“Buyer” shall mean the entity stated on the Order.

“EMEA” shall mean the countries located in Europe, Middle East and Africa as determined by the Seller from time to time.

“Party” shall mean the Seller or the Buyer and **“Parties”** shall be construed accordingly.

“Products” shall mean all products manufactured or supplied by the Seller under the Agreement (together with any related and / or embedded software, if any). **“Proprietary Materials”** shall mean software (including without limitation any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the software whether made by the Seller or a third party, or any improvements that result from the Seller's processes or, if applicable, providing information services, but excluding embedded software), certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications that the Seller has developed prior to, or independently from, the provision of any Seller services and/or that Seller licenses from third parties.

“Proprietary Rights” shall mean any intellectual property rights including without limitation:

(a) patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, software, utility models, moral rights, topography rights, database rights and rights of confidence and all embodiments thereof, whether tangible or intangible in all cases whether or not registered or registrable in any country, for the full terms (including any extension to or renewal of the terms) of those rights and including registrations and applications for registration of any of these and rights to apply for the same; and

(b) all rights and forms of protection of a similar nature or having equivalent or similar effect to any of those set out in (a) anywhere in the world. **“Third Party Software”** shall mean software proprietary to or supplied by a third party supplier.

“Working Days” shall mean from Monday to Friday.

2. PAYMENT.

Payment terms for the purchase of the Seller's Products are to pay in advance of the ordered products, before delivery. (hardware & software) After receipt of the payment the order will be taken in process. Each shipment shall be invoiced and must be paid for without regard to other scheduled deliveries. Failure to comply with payment will invalidate any warranty by the Seller for software, or products supplied under the Agreement.

3. TITLE & DELIVERY

The Parties agree that delivery terms are EXW (Ex work) , unless otherwise stated on the Seller order acknowledgement for a specific Order. The Seller shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. For the avoidance of doubt title in software shall never pass and shall remain vested with the Seller or its suppliers as appropriate and a right to use shall be granted in accordance with Clause 6 herein.

4. TAXES

Prices are exclusive of all value added tax, municipal or other government excise, custom duties, sales, use, occupational or like taxes in force, and any such taxes shall be assumed and be paid for by the Buyer. In order to exempt a sale from sales or use tax liability, the Buyer will supply a Certificate of Exemption or similar document to the Seller at the time of Order placement.

5. INTEREST

Not applicable

6. PROPRIETARY MATERIALS

6.1 In accordance with the Agreement, the Seller will provide the Buyer with Products that contain embedded, pre-loaded, or installed software.

6, (i) “Software” means proprietary software in object code format, and adaptations, translations, decompilations, disassembles, emulations, or derivative works of such software;

(ii) means any modifications, enhancements, new versions and new releases of the software provided by the Seller; and (iii) may contain items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Documentation”, for the purposes of this Clause 6, means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

6.2 The Seller hereby grants to the Buyer a personal, non-assignable, non-transferable, non-exclusive license under the Seller’s copyrights and confidential information embodied in the Software to use the MXD INNOVATIONS LTD Software installed on the MXD INNOVATIONS LTD hardware, Any other use of the Software is strictly prohibited and will be deemed a breach of the Agreement.

7. INFRINGEMENT INDEMNIFICATION

7.1 The Seller shall have no liability to the Buyer for any alleged or actual infringement, or otherwise, arising out of or in connection with the Buyer’s use or transfer of the Seller Products after the Seller’ written notice to the Buyer that the Buyer shall cease use or transfer of such Seller Products.

7.2. The Seller shall have no obligation to defend or indemnify the Buyer under the Agreement for any damages based upon a per-use royalty or the Buyer’s revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by the Buyer to the Seller for the infringing the Seller Product. The Seller shall have no obligation to defend or indemnify the Buyer under the Agreement for any alleged or actual infringement arising out of

(a) use of the Seller Products in connection or in combination with equipment, devices or software not

provided by the Seller;

(b) use of the Seller Products in a manner for which they were not designed;

(c) any modification of Seller Products by anyone other than the Seller;

(d) compliance with the Buyer's designs, specifications, guidelines or instructions;

(e) compliance with a standard issued by any public or private standards body; or

(f) any assertion by a non-practicing entity which maintains no significant manufacturing capability ((a) – (d) defined as "Excluded Conduct").

The Buyer shall indemnify the Seller against any claim of infringement that is brought against the Seller based upon or arising out of such excluded conduct or arising out of the Buyer's continued use or transfer of the Seller Products after being noticed to cease such use or transfer. The Seller shall not be responsible for any compromise or settlement made by the Buyer without the Seller's prior written consent.

7.3. This clause 7 provides the Buyer's sole and exclusive remedies and the Seller's entire liability in the event of an infringement claim. The Buyer has no right to recover and the Seller has no obligation to provide any other or further remedies, whether under another provision of the agreement or any other legal theory or principle, in connection with an infringement claim. In addition, the rights and remedies provided in this clause are subject to and further limited by the restrictions set forth in the general limitation of liability clause of the agreement (clause 9). In no event shall the Seller be liable for any special, incidental, indirect, collateral, consequential or punitive damages or lost profits of the Buyer in connection with any claims, losses, damages or injuries under this clause. In no event shall the Seller's liability under this clause exceed the total net value of the respective purchase order giving rise to the infringement claim.

8. WARRANTY

8.1 The Seller products are warranted against defects in workmanship and materials for 12 months or for a period stipulated in the relevant product invoice at the time of purchase of such product(s) from the date of shipment ("Warranty Period"), unless otherwise provided by the Seller in writing, provided the hardware product remains unmodified and is operated under normal conditions and in line with the published product specifications.

8.2 Warranty provisions and durations on software, integrated installed systems, product modified or designed to meet specific Buyer specifications ("Custom made software Products"), (re)manufactured products, and reconditioned or upgraded products, shall be as provided in the particular product catalogue in effect at the time of purchase or in the accompanying software license.

8.3 Hardware Products may be serviced or manufactured with parts, components, or subassemblies that originate from returned products that have been refurbished to meet the applicable specifications for equivalent new material and hardware products.

8.4 The sole obligation of the Seller for defective hardware products is limited to repair or replacement (at the Seller's option) on a "return to service depot" basis with prior written Seller authorization. The Buyer is responsible for shipment to the Seller and assumes all costs and risks associated with this transportation; return shipment to the Buyer will be at the Seller's expense. The Buyer shall be responsible for return shipment charges for product returned where the Seller determines there is no defect ("No Defect Found"), or for product returned that the Seller determines is not eligible for warranty repair. No charge will be made to the Buyer for replacement parts for warranty repairs. The

Seller is not responsible for any damage to or loss of any software programs, data or removable data storage media, or the restoration or reinstallation of any software programs or data other than the software, if any, installed by the Seller during manufacture of the product.

8.5 The above warranty provisions shall not apply to any product

(i) which has been repaired, tampered with, altered or modified, except by the Seller or Seller authorized repair providers;

(ii) in which the defects or damage to the product result from normal wear and tear, misuse, negligence, improper storage, hacking or malware attacks, attacks from outside by third parties, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by the Seller, or failure to perform operator handling and scheduled maintenance instructions supplied by the Seller; or

(iii) which has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification; or

(iv) if the Buyer does not give written notice of the defect to the Seller, within fourteen (14) days of the time when the Buyer discovers or ought to have discovered the defect; or

(v) If the Seller is not given an opportunity after receiving the notice of examining such products and the Buyer (if asked to do so by the Seller) returns such products to the Seller; or

(vi) if the Buyer makes any further use of such products after giving such notice; nor shall the above warranty provisions apply to any expendable or consumable items, such as batteries, supplied with the product unless otherwise stipulated in the relevant product datasheet.

8.6 MXD INNOVATIONS LTD extensive “Warranty Policy” with all rights and obligations as well as all exclusions is an integral part of these terms & conditions.

WARRANTY II:

8.7 Additionally, the Seller hereby represents and warrants that the Seller has all right, title, ownership interest and marketing rights necessary to provide the products to the Buyer.

8.8 Except as expressly provided in the Agreement, all other conditions, warranties, terms, undertakings, statements and/or representations of any kind whatsoever, express or implied, whether by statute, common law, in any communication with the Buyer or otherwise are excluded from the Agreement to the fullest extent permitted by law and the Seller specifically disclaims the implied terms, conditions and warranties of merchantability, satisfactory quality, non-infringement, or fitness for a particular purpose and makes no representations or warranties of any kind regarding any Third Party Software. Some jurisdictions do not allow the exclusion of implied terms, warranties or conditions, so the above exclusion may not apply to the Buyer.

8.9. Any Proprietary Materials provided under the Agreement to the Buyer are provided “as is”. The Seller does not warrant that the Proprietary Materials will meet the Buyer’s requirements, or that the operation of the Proprietary Materials will be uninterrupted or error free, or that defects in the Proprietary Materials will be corrected. The Seller makes no warranty with respect to the correctness, accuracy, or reliability of the Proprietary Materials.

9. LIMITATION OF LIABILITY

9.1. Liability of the Parties is governed exclusively by the following provisions.

9.2. Nothing in this agreement will exclude or limit either Party's liability for

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) any other act or omission, liability for which may not be limited under applicable law.

9.3. Subject to clause 9.2, the Seller's maximum aggregate liability to the Buyer:

(a) in connection with any and all claims, whether in contract, warranty, tort (including negligence, or breach of statutory duty), patent or any other intellectual property infringement or otherwise for products supplied by the Seller to the Buyer under the agreement, is limited to the total net value of the respective order giving rise to the liability; .

9.4. Subject to clause 9.2 and except for breach of clause 18 (Confidential Information), neither Party shall be liable under or in connection with this agreement for any:

(a) loss of profit; or

(b) loss of revenues;

(c) loss of business, or increased cost of doing or retaining business, or contracts, or loss of business opportunity; or

(d) loss of anticipated savings; or

(e) any destruction or loss of data (in each case, whether direct or indirect);or

(f) any consequential , indirect or special loss or damage.

9.5. Notwithstanding clause 9.2 herein, the Seller is also not liable for losses incurred due to the Buyer's failure to take back up copies of software and data in accordance with best computing practice and the Buyer acknowledges that it is its responsibility to take such backup copies.

9.6. Each provision of the agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

10. OTHER PRODUCTS AND SERVICES

The Buyer acknowledges and accepts responsibility for the selection of the products and services to achieve the Buyer's intended results, and their installation, system integration and use. The Buyer also has the responsibility for selection and use of other equipment, software, app's and services acquired from third parties outside of the agreement and used with the Sellers's products. The Seller has no responsibility for planning, development, implementation, installation, system integration, or support unless provided under a separate written consulting or service agreement.

If the Seller has to carry out work on systems or equipment of third parties, or Seller systems have to be adapted to additional requirements of Buyer or its customers for, for example: (system) installation/integration, implementation ,custom or tailor-made software, SIM card installation / connection, MPU5 connection, extra support or otherwise, then Seller is entitled to charge an amount of 120 euros per hour, per person to the Buyer.

11. ORDERS

11.1. The Buyer must submit to the Seller an order for the product(s), in the currency applicable to the Buyer as previously agreed with the Seller, and such order is subject to the Seller's acceptance. Such orders shall be submitted to the appropriate order entry location, in the form and medium, all as specified by the Seller, which may be physical or virtual.

11.2. If there is any inconsistency between the terms of the agreement and the terms of the Buyer's order, the terms of the agreement shall prevail and the inconsistent terms of the Buyer's order shall be void and of no effect.

11.3. An order must be signed (including electronic signatures if applicable) by an authorized signatory. At the Seller's discretion, orders received without this signatory will be rejected and the Buyer will be asked to resubmit.

11.4. The Seller shall acknowledge the receipt of orders within five (5) working days, unless the Seller has a legitimate reason to reject such orders. Such legitimate reason may be including but not limited to termination of production, not having received the amount of the order in advance of the Buyer, an overdue payment of the Buyer etc. Delivery dates acknowledged by the Seller are approximate and the Seller will not be liable for any loss or damage due to its failure to meet scheduled delivery dates.

11.5 In the event the Buyer requests the Seller to delay delivery of product with less than thirty (30) days written notice prior to the scheduled shipment date of a product, the Buyer may, at the Seller's discretion, be subject to a fifteen (15%) percent charge based upon the contract price of the product, where the Seller has incurred costs to satisfy the original shipment date. If the Buyer requests postponement of a scheduled shipment to a date that is six (6) months or more after the originally scheduled shipment, the Order pertaining to such shipment shall be considered cancelled. In the event of any cancellation, due to shipment date postponement or otherwise, the Seller shall be entitled to pursue all legal remedies.

12. PROPRIETARY RIGHTS

All Proprietary Rights in the products and all future modifications and variations made to the products are and shall vest in the Seller or its licensors including techniques and components of the development of software incorporated in the products to which the Buyer may have contributed, unless otherwise agreed in writing and signed by authorized officers of both Parties. The Seller reserves the right to audit the Buyer records using an independent third party auditor to verify compliance with all licenses granted under the Agreement.

13. FORCE MAJEURE

13.1. Neither Party shall be liable for any delay or default in its performance of any obligation under the Agreement caused directly or indirectly by an act or omission of civil or military authority of a state or nation, strike, pandemic, lockout or other labor problem, inability to secure, delay in securing or shortage of labor, materials, supplies, transportation or energy, failures of subcontractors or suppliers, discontinuation of services / services by third (open source) suppliers, or by war, riot, embargo or civil disturbance, breakdown, or destruction of plant or equipment arising from any cause whatsoever, or any other cause or causes beyond such Party's reasonable control (a "Force Majeure Situation"). or by war, riot, embargo or civil disturbance, breakdown, or destruction of plant or equipment arising from any cause whatsoever, or any other cause or causes beyond such Party's reasonable control (a "Force Majeure Situation").

13.2. At such Party's option and following notice to the other Party, that Party's obligations shall be deemed to be suspended for the continuance of the Force Majeure Situation and such Party agrees to continue performance of such obligations whenever such Force Majeure Situation has been concluded.

14. DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of or relating to this agreement, the prevailing Party shall be entitled to recover all of its costs, attorney fees, and expert witness fees, including any costs or attorney fees, in connection with any appeals, subject to the limitations of liability contained elsewhere in the agreement.

15. THIRD PARTY RIGHTS

A third party that is not a Party to this agreement has no right under any legislation in any country giving rights to third parties to enforce any term of this agreement.

16. EXPORT CONTROL

The products and all related technical information that the Seller may deliver or disclose to the Buyer are subject to Dutch export control laws and may be subject to export or import restriction in other countries. The Buyer shall at all times comply with the Dutch Export Regulations. The MXD INNOVATIONS LTD head design and MXD INNOVATIONS LTD Technologies logo are trademarks of MXD INNOVATIONS LTD. All other trademarks are the property of their respective owners. All rights reserved. The Buyer shall obtain all required licenses and approvals necessary to comply with the Export Regulations and any other applicable law, including any applicable laws pertaining to the export of the Products from the Buyer's country. The Seller may refuse to deliver Products to the Buyer where the Buyer is located in a country which the Dutch Department of Commerce has placed an embargo ("Embargoed Countries").

17. ENTIRE AGREEMENT; NO WAIVER

17.1. The Agreement constitutes the whole agreement between the Parties and supersedes any prior agreements and arrangements between the Parties in relation to its subject matter. Furthermore, unless expressly permitted in the Agreement, any terms proposed in any document submitted by the Buyer or the Seller, which add to, vary from or conflict with the agreement, are hereby excluded and any such terms proposed shall not apply.

17.2. The Buyer acknowledges and agrees that in entering into the agreement it does not rely on, and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party to the agreement or not) other than as expressly set out in the agreement. |

17.3. Nothing in this clause 17 shall operate to limit or exclude any liability for fraudulent misrepresentation.

17.4. The agreement may be amended or modified only in writing signed by authorized representatives of both Parties.

17.5. Notwithstanding this clause 17.5 the Seller has the right to amend the agreement for the reasons specified in clause 20 (Laws & Regulations) with thirty (30) days written notice to Buyer.

17.6 A failure by any Party to exercise or delay in exercising any right or power conferred upon it in the

agreement shall not operate as a waiver of any such right or power.

18. APPLICABLE LAW.

This Terms & Conditions of MXD Innovations LTD is governed by the laws of England and Wales and the court in Geneva (WIPO), with English as its process language.

18. CONFIDENTIAL INFORMATION

18.1 Each Party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) of Confidential Information under the agreement. During the term of the agreement and for a period of three (3) years from the expiration or termination of the agreement,

- (i) a Recipient will not disclose Confidential Information to any third party;
- (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants of the Recipient who must be directly involved with the Confidential Information for the purposes of the agreement and who are bound by confidentiality terms substantially similar to those in the agreement;
- (iii) not reverse engineer, de-compile or disassemble any Confidential Information;
- (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information;
- (v) promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of the agreement. Notwithstanding the above, the Seller may disclose Confidential Information to any of its affiliates.

18.2 The Discloser consents to the disclosure of the Confidential Information to the extent strictly necessary for informing any subcontractors or suppliers of the Recipient who need to know such limited information in order to perform any assignments or handle any orders of the Recipient pursuant to the agreement provided however that such subcontractors or suppliers will first have agreed with the Recipient to be bound by its confidentiality obligations hereunder or obligations which protect the Confidential Information to the extent protected hereunder in respect of such limited Confidential Information they will receive including appropriate obligations not to disclose the same to others and not to use it for other purposes as well as to return all such information to the Recipient upon completion of their assignment or other required performances.

18.3 The obligations of confidentiality will cease to apply to information which:

- (a) is at the date of the disclosure public knowledge through no fault of the Recipient; or can be shown by the Recipient to have been known to it before the information was disclosed by the Discloser; or
- (b) is explicitly approved for release by written authorization of the Discloser;
- (c) is lawfully obtained from a third party or parties without a duty of confidentiality;
- (d) is independently developed by a Party without the use of any of the other Party’s confidential information or any breach of the agreement; or
- (e) is required to be disclosed by any applicable law or regulation.

18.4 In the event that a Party is required by law in any judicial or governmental proceeding or otherwise to disclose any Confidential Information belonging to the other Party, the first Party will give to the other Party prompt written notice of such request so that the other Party may seek a protective order or appropriate remedy. If, in the absence of a protective order, the first Party determines, upon the advice of counsel, that it is required to disclose Confidential Information belonging to the other Party, it may disclose such documentation only to the extent compelled to do so.

18.5 Confidential Information disclosed hereunder will remain the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for such copies as may be absolutely necessary in order to perform its obligations under the agreement. Upon expiration or termination of the agreement, or within ten (10) days of receipt of a Discloser’s written request, a Recipient will return all Confidential Information to the Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, the Recipient may retain one archival copy of the Confidential Information which it may use only in case of a dispute concerning the Agreement.

18.6 If any data transfer is set under the laws and regulations of the United States, European Union and / or any other applicable countries, each Party has to abide by such. Specifically, but without limitation, each Party agrees that it will not in any form export, sell or transfer directly or indirectly, any products, documentation, technical data or software or a direct product thereof to any third party without first obtaining the appropriate licenses or other governmental approval required from the United States, European Union and / or any other applicable countries.

19. SEVERABILITY

If any provision of the agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if the agreement had been executed with the invalid, illegal or unenforceable provision omitted.

20. LAWS & REGULATIONS STANDARD TERMS AND CONDITIONS OF SALE FOR MOBILE & VIDEO SOLUTIONS. PRODUCTS AND SERVICES MXD INNOVATIONS LTD its affiliates and the MXD INNOVATIONS LTD design and MXD INNOVATIONS LTD Technologies logo are trademarks of MXD INNOVATIONS LTD. All other trademarks are the property of their respective owners. All rights reserved.

20.1 Both Parties shall comply with all applicable laws and regulations directly relating to the products and the Seller specifically will comply with the EU directive on Waste Electrical and Electronic Equipment (WEEE) where the Seller is deemed a “Producer”.

20.2 If the Buyer uses any product within any Member State of the European Union, the Buyer agrees to use all reasonable commercial efforts to ensure that the hardware products are disposed of as waste in the correct manner. Waste disposal stations in all municipalities in the EU play an important role in separating waste, including electrical and electronic equipment.

20.3. The Seller shall not be liable for any breach of the agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action or decision taken by any competent authority in respect of the agreement or any provision of the agreement or if any provision of the agreement is held to be void or unenforceable by such authority.

20.4. The Buyer shall effect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance of the agreement and the importation and resale of the products.

20.5 Where the applicable Incoterm is other than DDP Incoterms 2010, the Buyer additionally undertakes to comply with all regulatory requirements relating to the sale of the products and in the exercise and performance of its rights and obligations under the agreement. Without limiting the generality of the forgoing, the Buyer undertakes to verify and ascertain, prior to shipment of products, to any country within the region that the products shipped comply with the specific regulatory requirements of that particular country.

21. NOTICES

21.1. All notices required to be given under the agreement shall be in writing and delivered by hand, email, facsimile or by international overnight courier to the appropriate Party as follows: (a) Notices to the Buyer shall be sent to the billing address as stated on front of the submitted order or at such address as may be notified by the Buyer from time to time in writing. (b) Notices to the Seller shall be sent to the address identified in each respective order acknowledgment or at such address as may be notified by the

Seller from time to time in writing.

21.2. The Buyer shall notify the Seller of any changes to the Buyer's contact information in writing. The Seller is not responsible, nor to be held liable, for undelivered notices due to changes to the Buyer's contact information that the Seller was not notified of in writing.

22. GOVERNING LAW

The validity, interpretation and construction of the agreement shall be governed by and construed in accordance with Laws of The Netherlands. The Seller and Buyer hereby agree to submit to the non-exclusive jurisdiction of the courts of The Hague in The Netherlands.