

EXHIBIT A FOR CHINA - Addendum to the Global General Terms and Conditions

The Global General Terms and Conditions (“GGTC”) as modified by this Exhibit A shall collectively be referred to as the “General Terms and Conditions”. To the extent this Exhibit A conflicts or is inconsistent with the GGTCs, this Exhibit A shall control. Capitalized terms used herein (i) shall have the meaning ascribed to them herein and (ii) those not defined herein shall have the meaning set forth in the GGTCs.

1. Supplement to Section 1. Applicability; Effectiveness; Entire Agreement Acceptance

The Contract may only be modified by written agreement between the Parties.

2. Supplement to Section 7. Changes

Irrespective of the Party requesting the change, the price resulting from such change shall only be set and valid if mutually agreed upon in writing between the Parties within a reasonable timeframe. The price change agreed between the Parties shall not be effective later than the day the change is effectively implemented.

3. Supplement to Section 14. Prices

The Parties agree that in no event shall the price of any pre-production parts be higher than 3 (three) times the price of the Good.

Buyer, without waiver or limitation of any rights or remedies, shall be entitled at any time to set-off any amounts due or to become due by Buyer and its Affiliates to Seller.

4. Supplement to Section 19. Intellectual Property Rights

The options related to the Background and Foreground attached to the Goods and the Buyer Owned Tools and to be selected in the specific terms are as follows:

4.1 Property and use of the Foreground Intellectual Property Rights

Option 1 - The property and use of the Foreground Intellectual Property Rights relative to the Goods and the Buyer Owned Tools are defined in the GTC.

Option 2 - By deviation from and in addition to the GTC, Seller assigns the ownership upon creation to Buyer of all Foreground Intellectual Property Rights, with all of the associated legal and practical guarantees, embodied in or associated with the Buyer Owned Tools and/or Goods. This assignment is made exclusively and definitively.

Seller will ensure that the respective creators of the Foreground Intellectual Property Rights are communicated to Buyer, e.g. as inventors or designers, provide all the signatures and fulfill every formality required for the prosecution and defense of the Foreground Intellectual Property Rights.

4.2 Property and use of the Background Intellectual Property Rights

Option 1 - The property and use of the Background Intellectual Property Rights relative to the Goods and the Buyer Owned Tools are defined in the GTC.

Option 2 - By deviation from and in addition to the GTC, Seller grants to Buyer and its Affiliates and cause its Affiliates, subcontractors and personnel to grant an irrevocable, perpetual, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense, to all Background Intellectual Property Rights owned or licensed to Seller, if such Background Intellectual Property Rights are required to rightfully commercialize any Foreground Intellectual Property Rights embodied in or associated with Buyer Owned Tools and/or Goods.

Option 3 - By deviation from and in addition to the GTC, Seller grants to Buyer and its Affiliates and causes its Affiliates, subcontractors and personnel to grant an irrevocable, perpetual, worldwide, nonexclusive, royalty-bearing license, with right to sublicense, to all Background Intellectual Property Rights owned or licensed to Seller if such Background Intellectual Property Rights are required to rightfully commercialize any Foreground Intellectual Property Rights embodied in or associated with Buyer Owned Tools and/or Goods.

Seller undertakes to grant this license to Buyer, under reasonable conditions (in particular financial) under the aforementioned conditions.

5. Supplement to Section 19.g. Free and Open Source Software

5.1 Definition of terms

- a. « **Copyleft** »: any Open Source Licence having binding effects on subsequent downstream licenses including a contaminating/viral effect and the obligation for the licensee to disclose the source code of the related software.
- b. « **FOSS** »: (**Free and Open Source Software**) any software (including any update and upgrade) subject to an Open Source Licence.
- c. « **Open Source Licence** »: any licence corresponding to the requirements defined in the « Open Source Definition » (available on the URL: <http://opensource.org/osd>) by the Open Source Initiative, or by the « Free Software Foundation » (available on the URL: http://www.fsf.org/?set_language=fr), which Seller declares to have read and understood.
- d. « **Deliverables** »: the deliverables provided or to be provided by Seller under the present Contract (including any modification of such deliverables).
- e. « **Incompatible Licence** »: any licence (including any Open Source Licence) containing at least one term contrary to the terms of another licence (including an Open Source Licence) preventing Buyer to comply with the terms of both of such licences in case of use, representation, reproduction, adaptation, modification or distribution of the corresponding software(s).

5.2 Obligation for Seller to provide information

5.2.1 Seller undertakes to communicate to Buyer prior to the execution of the Contract and then, if applicable, during its performance the exhaustive list of the FOSS and Open Source Licences, as the case may be and if applicable, that Seller intends to use during the performance of the Contract.

5.2.2 Seller undertakes to submit to Buyer, in due course, the full copy of the Open Source Licences and any information which may enable Buyer to fully understand the terms of the Open Source Licences pertaining to the FOSS related to Deliverables by identifying Copyleft Licences distinctly.

5.2.3 Seller undertakes not to supply to Buyer and, particularly, not to include in any Deliverable (i) any FOSS for which Buyer has not granted its prior written agreement for the underlying Open Source Licence terms and/or (ii) any software subject to an Incompatible Licence.

5.2.4 Seller undertakes to communicate prior to the delivery of any Deliverable to Buyer:

- The comprehensive and detailed list of FOSS included in any Deliverable or any other FOSS required for the use of any Deliverable, including in particular:
 - o the name of each FOSS ;
 - o the version or revision numbers;
 - o the indication of origin (for instance, the original download URL) ;
 - o a copy of the applicable Open Source Licences.
- Proof of compliance with the Open Source Licences used;
- A document containing a comprehensive description of the constraints and obligations related to the Open Source Licences;
- A report (i) identifying the FOSS and Open Source Licences used by Seller, (ii) resulting from the use of an agreeable FOSS audit tool (such as Black Duck or Palamida).

5.2.5 Seller acknowledges the non-confidential nature of the information communicated to Buyer under the present Article 2. Buyer may communicate the said information to any third party.

5.3 Delivery by Seller of components required by the Open Source Licenses

Seller undertakes to provide to Buyer the source code and the corresponding object code as well as any other element required by each applicable Open Source Licence, in an open format:

- at the time of delivery of the concerned Deliverable containing FOSS;
- at the time of each update and upgrade of the concerned FOSS;

- within a reasonable period of time upon Buyer request.

5.4 Seller Guarantees

- 5.4.1 Seller guarantees that the software (including the FOSS) and their licences (including the Open Source Licences) are fit for the Deliverables' and for the project's purpose.
- 5.4.2 Seller guarantees the completeness, the correctness and the accuracy of the information provided in relation to the software and their licences (including the FOSS and Open Source Licences) and guarantees that it has acted in compliance with the Open Source Licences,
- 5.4.3 Seller guarantees its compliance with the conditions of any applicable licence, in particular the Open Source Licences with regard to the FOSS, including but not limited to, any requirements for the preservation of the text of the original licence, for the preservation of the « copyright » notices, for the implementation of specific protection mechanisms, and where applicable, for making available the corresponding source code in accordance with the applicable licence.
- 5.4.4 Seller guarantees the absence of any Open Source Licence and in particular any Copyleft Open Source Licence and any Incompatible Licence, unless Seller has expressly informed Buyer and obtained Buyer's written agreement prior to any use in, or with, a Deliverable,
- 5.4.5 Seller guarantees that the FOSS do not increase the security risks or affect the warranties applicable to the Deliverables.
- 5.4.6. Seller guarantees to have taken all necessary measures to ensure the protection of Buyer's software and of the software of any third parties referred to as « proprietors» against all adverse effects in particular Copyleft effects.
- 5.4.7 Seller guarantees the use of an agreeable FOSS tool (Blackduck or Palamida) for the FOSS contained in the Deliverables to avoid the use of Open Source Licences not accepted by Buyer and in particular Copyleft Open Source Licences or Incompatible Licences.
- 5.4.8 Seller guarantees the compatibility of the various FOSS used and their compatibility with the proprietary licences contained in the Deliverables.

5.5 Seller liability

Seller undertakes to bear any costs or expenses incurred and any damage suffered by Buyer caused by Seller's breach of its obligations hereunder and caused by Seller's breach of any Open Source Licence, without prejudice to any other rights and remedies available to Buyer. In case of third parties' rights infringement caused by Seller, the latter shall indemnify Buyer against any legal actions initiated by said third parties.

5.6 Indemnification by Seller

Seller undertakes to indemnify Buyer without limitation, against any claims and any damage resulting from a breach of the terms of the licences (including the Open Source Licences) and/or in case of incompatibility of the licences provided.

6. Supplement to Section 22. Insurance

Seller shall, at its own cost and expense, procure and maintain in force an occurrence-based insurance with insurance companies providing an A.M. Best Rating of A- or greater (or equivalent rating provided by comparable rating agencies) and including at least the following coverages:

- (i) Commercial General Liability insurance covering bodily injury and property damage, including Contractual Liability, Personal Injury, Employer's Liability, Products and Completed Operations, pure financial losses (including removal and replacements costs, third party recall costs) with minimum limits of at least equivalent to ten million euros (EUR10,000,000.00) for any claim arising out of a single occurrence;
- (ii) Comprehensive Automobile Liability insurance, including Hired, Owned or Non-Owned vehicles, with bodily injury, including death and property damages, with minimum limits of at least equivalent to five million euro (EUR5,000,000.00) per accident;

(iii) All-Risk insurance covering all physical assets of Seller and all physical assets of Buyer in Seller's possession or control, including real and personal property or any kind of improvements thereof subject to full replacement / reconstruction costs.

7. Confidentiality; No Advertising

Each Party shall maintain confidentiality of any information provided by the other Party or its representatives as well as any materials or information that contain, or are based on, any such information. Each Party may only use such information in connection with its performance under the Contract and will not provide such information to any third party without the other Party's advance written consent.

Notwithstanding the foregoing, Buyer will be entitled to disclose any information provided by Seller under the Contract without the prior written consent of Seller: (i) to any company within the Buyer Group; and (ii) to any third party with whom Buyer Group has entered into a cooperation, provided that the information is related to and needed for the purpose of such cooperation and to the extent it is legally permitted under applicable Law and excluding Seller's direct competitor. The confidentiality obligations set out in this Section shall not apply to any disclosure required by Law, the insurers and/or the auditors of any Party, tax authorities and any regulatory, supervisory or judicial authority.

The confidentiality obligations set out in this Section shall cover the exchange of information between the Parties, including those which may occur in advance of any awarding of supply of Goods to Seller and shall remain valid in relation to each supply of Goods for a period of 5 (five) years starting from: (i) the end of the service parts deliveries; or (ii) the termination or expiry of the Contract, whichever shall last occur.

Seller shall not, without first obtaining the written consent of Buyer, in any manner: (i) advertise or publish the fact that Seller has contracted to furnish Buyer the Goods covered by the Contract; (ii) use Buyer Trademarks, trade names or confidential information in Seller's advertising or promotional materials; and (iii) use Buyer Trademarks, trade names or confidential information in any form of electronic communication such as web sites (internal or external), blogs or other types of postings.

Seller shall immediately discontinue any use of Buyer's information and/or items bearing Buyer Trademarks, upon Buyer's request or at the termination of the Contract and shall, at Buyer's option: (i) destroy such information and present to Buyer an evidence of the destruction; (ii) return to Buyer any such information; and (iii) remove and destroy any Buyer-owned trademark from any item and present to Buyer an evidence of removal and destruction. Notwithstanding the above, Seller may retain one copy of such information for record purposes only.

Seller guarantees the physical and material security of its premises and IT systems in order to prevent any destruction, loss, alteration, unauthorized disclosure of the information. Seller shall notify Buyer any security breach including any details relevant to the leakage of information, within forty-eight (48) hours of the discovery of such breach.

8. Technical Information

Seller authorizes expressly and without restriction Buyer and any Affiliates to provide Independent Operators a complete access to the technical information required for repair and maintenance services for Stellantis vehicles ("Technical Information"), related to the Goods and communicated by Seller, in an unrestricted and non-discriminatory manner compared to the provision given and access granted to authorized dealers and repairers. Within the framework of their legal obligations, Buyer and any Affiliates shall be entitled to disclose, use, publish, circulate and exploit, directly or by the intermediary of a third person, the said Technical Information.

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any Technical Information that Seller has disclosed or may disclose to Buyer or to the companies of Stellantis N.V. group in connection with the Contract or the goods or services. Notwithstanding Section 7 of this Exhibit A, any Technical Information provided by Seller to Buyer or to the companies of Stellantis N.V. will not be subject to confidentiality or nondisclosure obligations unless the Parties have entered into a separate written confidentiality and nondisclosure agreement signed by their respective authorized representatives prior to the effective date of the Contract.

9. Force Majeure

Neither Party shall be liable for a delay or failure to perform its obligations under the Contract due to an event of "force majeure". "Force majeure" is intended as the result of an external and irresistible event or occurrence, unforeseeable at the time of signature of the Contract and beyond the reasonable control of one Party, without such Party's fault or negligence including but not limited to

- (a) strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action of any Associates of the party seeking to rely on the Force Majeure Event);

- (b) civil commotion, riot, invasion, war (whether declared or not), terrorism, or threat of or preparation for war or terrorist attack;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; and/or
- (d) compliance with any law or governmental order, rule, regulation or direction.

The Party whose performance is affected shall provide the other Party with a prompt written notice (at least with 10 days after the force majeure event occurred). The affected Party will use all diligent efforts to ensure that the effects of any force majeure event are minimized and, as promptly as possible, to resume full performance under the Contract.

If the Force Majeure's event determines a delay in the performance of Seller's obligations as to prevent Buyer's compliance with its production needs, Buyer shall have the right to, at its option: (i) purchase goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or (ii) require Seller to provide goods or services from other sources in quantities and at times requested by Buyer at the price set forth in the Contract.

If requested by Buyer in writing, Seller will, within 5 days after Buyer's request, provide adequate assurances that the delay in Seller's performance resulting from such event will not exceed 30 days. If Seller does not provide such adequate assurances or does not resume full performance under the Contract within 30 days after the force majeure event occurred, Buyer may immediately terminate the Contract without liability to Seller.

10. Commencement and Termination

10.1 Commencement

Buyer may, at its sole option, without liability to Seller, postpone the commencement or the expiry of the term and will inform Seller of such decision in writing as soon as possible prior to the originally planned beginning or end of such term. Buyer and Seller shall meet in order to discuss the consequences of this postponement.

10.2 Termination for Cause

In the event of breach of any of its contractual obligations by either Party set forth in the Contract (including for the sake of clarity and by way of example non-compliance with dates, milestones or timescales, non-compliance of the goods and/or services with criteria as defined anywhere in the Contract and documents of any kind being integrated part of it, non-achievement of contractual quantitative and/or qualitative performances, repeated and groundless non-payment of ordered and delivered goods or performed services, repudiation of Purchase Order), the other Party may, notwithstanding any damages or losses that it is entitled to claim, fully or partially terminate, in writing or in sufficient form according applicable jurisdiction, the Contract and/or Purchase Order(s), after notice of default remaining without cure for fifteen (15) days or as otherwise specified in the notice, or effective immediately by notice in writing in case of breach or failure to fully any of the obligations under Section 19 "Intellectual Property Rights" of the General Terms and Conditions, Section 7 "Confidentiality, No advertising" of this Exhibit A, Stellantis N.V. group Global Responsible Purchasing Guidelines and/or Policies. Upon receipt of termination notice, Seller shall stop working on the date mentioned in the notice.

In the event any Purchase Order(s) has/have been terminated by Buyer, it being understood that Buyer may take all measures that it deems appropriate, including the right to take out new orders with another supplier of its choice for performance of any Purchase Order(s).

Seller shall promptly, no later than fifteen (15) days before the targeted signing of the Seller transaction, notify Buyer in writing of any direct or indirect change of control of Seller, including any transfer of control to a third party at whatsoever title and kind of the ownership and/or management of the business activities related to the performance of the Contract, by providing any details concerning the identity (i.e. hedge funds), locations and legal seats, the type of activity and the technical, industrial and financial capacity of the potential purchaser (hereinafter the "Assignee").

Should such change occur without Buyer's written consent, Buyer shall be entitled to terminate all or any part of the Contract, without liability to Seller, if one of the following conditions occur: (i) the Assignee is a competitor of Buyer; (ii) the Assignee is a black listed company or hedge fund; or (iii) the Assignee does not have, at Buyer's reasonable discretion, the ethical, professional requirements and/or the technical, industrial and financial capabilities suitable to perform any supply relationships with Buyer, provided that Buyer grants Seller a notice period, in any case not less than 60 (sixty) days starting from the receipt of the notification sent by Seller.

10.3 Termination For Convenience by Buyer

Buyer may, at its option, terminate all or any part of the Contract before the expiration of the term, at any time (including before the starting of production) and for any reason, by giving written notice to Seller in compliance with the applicable Law.

In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Seller only the following amounts, without duplication: (i) the Contract price for all Goods that have been ordered through a firm Purchase Order and completed in accordance with this Contract and not previously paid for; and (ii) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under firm Purchase Order related to this Contract, to the extent such costs are reasonable in amount and are in accordance with supply chain requirements of Buyer, as amended from time to time.

Buyer shall discuss in good faith costs incurred by Seller: (i) in relation to specific investments (other than defined below in (ii)) strictly required for the execution of the Contract exclusively for Buyer's needs and the goods to be supplied to Buyer, not previously paid by Buyer and that cannot be used or adapted for other needs or be assigned to another purpose; and/or (ii) for the development of the goods and/or Buyer Owned Tools effectively completed, clearly identified in the Contract and not already amortized under the Contract.

For the sake of clarification, all and any other costs in relation to or in connection with this termination are excluded (such as but not limited to general and administrative burden charges, overhead, labor, facilities, capital equipment or loss of anticipated profit).

Any request for payment submitted to Buyer by Seller under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information whether from Seller or its subcontractors. Any payment under this Section shall not be deemed a waiver of any of Buyer's other rights arising under this Contract or applicable Law.

The payment specified in this Section is Seller's sole remedy for termination of this Contract under this Section. Seller shall be under a general obligation to mitigate amounts claimed under this Section. Any exclusions or limitations of claims or cost positions shall also apply in case Buyer reduces the scope of applications or number of programs in which goods supplied by Seller will be used for.

10.4 Termination For Convenience by Seller

Seller may, at its sole option, terminate all or any part of this Contract, provided that such termination right may only be exercised after start of production has occurred and subject to a lead time of twenty-four (24) months always effectively on July first of each calendar year in writing. Seller shall take any and all necessary measures to prevent an adverse impact in the supply chain of Buyer and the customers of Buyer in its supply chain. In such event Buyer may take all measures that it deems appropriate, including the right to take out new orders with another supplier of its choice for performance of any Purchase Order(s), and Seller shall provide all assistance reasonably required by Buyer to ensure seamless transition to Buyer or any replacement supplier and cooperate with such other supplier to mitigate detrimental effects for Buyer. On request of Buyer, Seller shall promptly hand over any assets being owned or in relation to Seller or under the legal control of Buyer, including tooling whether located at Seller or at any third party, to Buyer or to any third party as instructed by Buyer.

10.5 Consequences of the termination of the Contract; Survival of obligations

Should Seller decide to terminate all or any part of the Contract towards a Buyer, the Contract shall be considered terminated towards such Buyer only. Therefore, the Contract shall remain valid between Seller and the other Buyers (if any).

In case of termination, in all or any part, of the Contract, whatever the reason of the termination, in addition to the provisions provided for in the Contract, Buyer may request from Seller, in its sole discretion, to promptly: (i) return or destroy all Buyer's property in its possession or at subcontractor's location; and (ii) provide, in complete and most-updated version, any information or documents relating to the goods and services as remained in the possession or control of Seller, which are necessary to Buyer to exercise its rights under the Contract; and (iii) assist in any transition services under the conditions agreed by the Parties; and (iv) provide a recovery period of maximum six (6) months after termination of the Contract during which the supply of goods and/or services shall continue under the terms and conditions of the Contract.

The obligations set forth in the Contract that expressly contemplate performance subsequent to expiry or termination of the Contract or which by their nature should survive the expiry or termination of the Contract, shall so survive.

11. Protection of Personal Data

All terms relating to the protection of personal data used in this Section must be interpreted in accordance with the Personal Information Protection Law of the People's Republic of China to be promulgated and its subsequent regulations ("PRC Regulation"). Each Party shall comply with the obligations incumbent on it individually as the data controller of its own data concerning the protection of personal data.

In the context of this Contract, the Parties agree that, in view of the nature of the Contract and the services, the performance of the services and the obligations incumbent upon Seller do not require the processing of personal data by Buyer on behalf of Seller or by Seller on behalf of Buyer.

Notwithstanding the above provisions, and to the extent that, for the purposes of the performance of the Contract, one of the Parties has access to and / or is processing personal data on behalf of the other Party and / or jointly with the other Party, then the Parties agree and conclude, before the date of beginning of the processing, any amendment to this clause and / or agreement that may be necessary to supervise the data processing thus implemented within the framework of the Contract, in accordance with the provisions of the PRC Regulation.

12. Governing Law, and Jurisdiction

12.1 The Contract and any claims, action or proceedings relating to the goods or services provided under the Contract will be governed by the laws of People's Republic of China ("PRC laws"), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law.

12.2 If any dispute, controversy or claim (collectively, the "Disputes") arises from, or in connection with, the Contract (including, but not limited to, the formation, validity, interpretation, performance, breach or termination of the Contract), the Parties shall attempt in the first instance to resolve the Disputes amicably through friendly consultation between the Parties. The claiming Party shall promptly notify the other Party by written notice that a Dispute has arisen and describe the nature of the Dispute. If no settlement is reached through such consultation within thirty (30) days after the date of such notice of Dispute, either Party may submit the Dispute for final resolution by Shanghai International Economic and Trade Arbitration Commission ("SHIAC") in Shanghai, China in accordance with its Arbitration Rules in effect at the time of the submission of the Dispute. The arbitral award rendered by the arbitration tribunal shall be non-appealable, final, binding, and conclusive upon each of the parties and may be enforced, if necessary, by any court of competent jurisdiction.

The arbitration tribunal shall consist of three (3) arbitrators. Each party shall appoint one (1) arbitrator. The third arbitrator shall be appointed by the Chairman of SHIAC.

The English language and the English language version of the Contract shall be used in all arbitral proceedings and related documentation. The arbitrators shall render a written arbitral award in English. The losing Party shall bear all costs and expenses of the arbitration. During the arbitration proceeding, the Contract shall be performed continuously by both parties except for the matters in Dispute.

EXHIBIT A FOR CHINA _ Signature Page

Seller Name: _____

Signed by (name): _____

Date: _____

Signature: _____