

GENERAL TERMS AND CONDITIONS OF PURCHASE

These purchase terms and conditions ("**Purchase Terms and Conditions**") are used by FairPhone B.V., with registered its address at Van Diemenstraat 200, 1013 CP Amsterdam, the Netherlands, and registered under number 55901964 ("**Fairphone**") and together with Fairphone's orders and specifications (and all supplements and attachments thereto issued by Fairphone from time to time) shall constitute the entire agreement ("**Agreement**") between Fairphone and Supplier for each purchase and supply of Goods and/or Services ("**Goods/Services**").

If a new version of Fairphone's Purchase Terms and Conditions is created, this newer version shall apply between the Parties from the date Supplier is notified of this newer version.

Requests for an offer from Supplier shall not be binding on Fairphone and are merely an invitation to make an offer. Verbal offers must be confirmed in writing as soon as possible. Supplier's sales terms or any other terms and conditions are expressly rejected unless mutually agreed to and signed by the authorized representatives of the Parties.

1. DEFINITIONS

1.1. In the Agreement, capitalized terms shall have the meaning given to them in this clause 1.1 or as otherwise determined in the Agreement:

- 1.1.1. "**Confidential Information**" means any and all information relating to products, services, formulations, designs, specifications, manufacturing processes, operations, research and development, know-how, trade secrets, technical, regulatory, commercial, economic and other business information, etc. disclosed prior to or under the Agreement to each Party by or on behalf of the other Party. Each Party's Confidential Information shall also include: (1) any of the foregoing as may be disclosed orally or visually during or as a result of any visit to the premises of a Party or its affiliates, and (2) the Fairphone Materials.
- 1.1.2. "**Deliverables**" means all documents, materials, reports (including drafts) and products developed by Supplier or its agents, contractors and employees as part of or in relation to the Goods/Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, source data (in native format), computer programs, data and specifications.
- 1.1.3. "**Fairphone Materials**" means all documents, materials, equipment, samples, drawings, maps, plans, diagrams, designs, pictures, data and specifications (including the Specifications) supplied by Fairphone to Supplier under the Agreement.
- 1.1.4. "**Fairphone Policies**" means the "Social and Environmental Responsibility" policy set out in Schedule 1 of these Purchase Terms and Conditions as amended by notification to Supplier from time to time.
- 1.1.5. "**Goods**" means the goods, including but not limited to raw materials, parts or components of devices (mobile phones, earphones, headphones) and their accessories as well as samples thereof, supplied by Supplier to Fairphone as specified in the relevant PO or Specifications.
- 1.1.6. "**Intellectual Property Rights**" or "**IP**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, utility mark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.1.7. "**Party/Parties**" means Fairphone and/or Supplier, as applicable.
- 1.1.8. "**Personal Data**" has the meaning as specified in Article 4.1 of the GDPR.
- 1.1.9. "**PO**" means any and all relevant purchase orders requesting or specifying a supply of Goods/Services.
- 1.1.10. "**Price**" has the meaning as set out in clause 8.
- 1.1.11. "**Services**" means the services, including the Deliverables, supplied by Supplier to Fairphone as specified in the relevant Specifications or PO.
- 1.1.12. "**Specifications**" means any (technical) description, specification or requirements for the Goods/Services, including any related plans and drawings, that is stipulated in the (documents referred to in the) Agreement or other relevant documents provided by Fairphone.
- 1.1.13. "**Supplier**" means the natural or legal person that is bound by the Agreement in relation to the supply of the Goods/Services.
- 1.1.14. "**Term**" has the meaning as set out in clause 11.

- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes email.

2. SUPPLY OF GOODS/SERVICES

- 2.1. Supplier shall supply to Fairphone the Goods/Services in accordance with the Agreement.
- 2.2. Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 business days of receipt.
- 2.3. Supplier represents, warrants and undertakes that: (1) it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to perform its obligations under the Agreement; (2) it possesses and/or is in compliance with, at all times, all necessary licenses, permits, consents, and approvals required to perform its obligations under the Agreement; (3) the Goods/Services shall, where applicable, be (i) supplied in accordance with the requirements set out in the Agreement, (ii) manufactured from raw materials, parts or components with a traceable origin, (iii) of good quality, (iv) free from any defects, (v) fit for any purpose held out by Supplier or made known to Supplier by Fairphone expressly or by implication, and (vi) free from any liens, claims, pledges or other encumbrances; (4) it shall supply the Goods/Services with the highest level of care, skill and diligence in accordance with best practices in Supplier's industry, profession or trade; (5) it shall meet any performance dates for the Goods/Services specified in the Agreement or such dates notified by Fairphone to Supplier and time is of the essence in relation to any of those dates; (6) it shall co-operate with Fairphone in all matters relating to the Goods/Services, and comply with all reasonable instructions, recommendations and requirements provided by Fairphone from time to time; (7) the Goods/Services and their manufacture, supply, or the use by Fairphone thereof shall not infringe the Intellectual Property Rights of any third party; (8) it shall not do or omit to do anything which may cause Fairphone to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business; and (9) it shall and the applicable Goods/Services supplied shall comply with (i) the Fairphone Policies; and (ii) all applicable laws in force in the countries of manufacture, supply and/or receipt of the Goods/Services and any countries of which it has been notified where Fairphone will use the Goods/Services or sell products incorporating the Goods and Supplier shall provide Fairphone with the information reasonably required by Fairphone in order for Fairphone to use the Goods/Services in compliance with applicable laws.
- 2.4. Fairphone may forward regular forecasts to Supplier. Such forecasts are non-binding estimates only and are only intended to assist Supplier in scheduling its supply planning and delivery of Goods or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.
- 2.5. Any materials, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Goods/Services are deemed to be included within the scope of the Goods/Services to be delivered for the Price.

- 2.6. Fairphone may inspect and test the Goods/Services at any time before or at delivery at no extra cost to Fairphone. Supplier shall remain fully responsible for its obligations under the Agreement in respect of the Goods/Services despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Agreement.
- 2.7. If following such inspection or testing Fairphone reasonably considers that the Goods/Services do not comply or are unlikely to comply with Supplier's undertakings at clause 2.3, Fairphone shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.8. Fairphone may, acting reasonably and with prior notice to Supplier, conduct further inspections and tests after Supplier has carried out its remedial actions and the costs of these further inspections and tests shall be borne by Supplier.
- 2.9. If Fairphone appoints a third party to manufacture products for subsequent purchase by Fairphone, then Fairphone may require Supplier to make an offer (or procure that an offer is made) on substantially the same terms as those set out in the Agreement for the sale and supply by Supplier of the Goods/Services to the third party for the manufacture of such products meant for Fairphone only. If any Goods/Services are so sold to the third party, such supply shall be a contractual arrangement between only the third party and Supplier and Fairphone shall not be party to nor have any liability for payment of such Goods/Services.

3. DELIVERY OF GOODS/SERVICES

- 3.1. Unless otherwise agreed, Supplier shall ensure that: (1) the Goods must be properly packed, secured and transported in an environmentally friendly manner and in such a way that they reach their final destination in good condition; and (2) each delivery of the Goods is accompanied by all documentation required under applicable laws, including but not limited to (i) shipment documents with the HTS, ECCN codes and country of origin correctly reflected on them; and (ii) a delivery note which shows the date of the PO, the PO number, the type and quantity of the Goods (including the code number of the Goods where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 3.2. Unless otherwise instructed by Fairphone, Supplier shall deliver the Goods/Services: (1) on the date specified in the PO; (2) to the delivery location specified in the PO; (3) during Fairphone's business hours; and (4) in accordance with all other requirements set out in the Agreement.
- 3.3. Delivery of the Goods shall be made on the basis of the INCOTERM specified in the PO. If no INCOTERM is specified in the PO, then INCOTERM DDP applies.
- 3.4. Risk in the Goods shall pass to Fairphone according to the relevant INCOTERM, and title to the Goods or Deliverables shall pass to Fairphone upon delivery.
- 3.5. If the Goods are ready to be delivered, and Fairphone is not reasonably able to accept the Goods at the agreed time, Supplier shall keep the Goods on behalf of Fairphone. The Goods will be stored separately and securely and be marked as being destined for Fairphone. Supplier will also take any measures necessary to prevent deterioration in quality, until the Goods are delivered. Fairphone will reimburse any costs reasonably incurred by Supplier in this regard.
- 3.6. Provision of the Services shall be completed on the completion of the Services, to Fairphone's reasonable satisfaction, within the agreed timelines.

4. RAW MATERIALS, PARTS OR COMPONENTS OF GOODS

- 4.1. Supplier shall not, without Fairphone's prior written consent: (1) change the raw materials, parts or components used to produce the Goods, the Specifications, manufacturing process, approved production plant or agreed delivery method; or (2) implement any changes which alter the Goods in such a way that is not acceptable to Fairphone's technical or quality clearance process, even if the Goods are still within the Specifications.
- 4.2. Supplier shall keep appropriate records (including in respect of raw materials, parts or components and quality control of Goods/Services) for no less than: 5 years; or 7 years for financial information. Supplier shall at all times upon

reasonable notice, allow Fairphone to enter, access, inspect and audit (1) all information, documentation and records related to the Goods/Services, and (2) the location, equipment, stocks, methods used, testing and performance by Supplier in the sourcing, preparation, manufacture, packaging, storage, handling and supply of the Goods/Services.

- 4.3. Supplier shall reliably back up all data or reports provided, used or generated in connection with the Goods/Services and shall otherwise establish and maintain adequate organizational and technical safeguards against the destruction, theft, use, disclosure or loss of such data or report in the possession or control of Supplier. Supplier shall also keep and provide to Fairphone on request a reasonable number of samples of the Goods, raw materials, parts or components used in the Goods.
- 4.4. Supplier must complete a questionnaire, provided from time to time by Fairphone, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any Goods. If requested by Fairphone based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any Goods no later than 30 days following Fairphone's request and provide Fairphone with a report of its findings within 90 days following Fairphone's request.

5. RECALL

- 5.1. If there is (i) any matter which may result in a safety risk arising from the Goods/Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Goods/Services, Supplier shall: (1) provide all reasonable assistance to Fairphone in developing and implementing a strategy; and (2) where practicable and as soon as possible give Fairphone advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.
- 5.2. Except to the extent required to comply with any legal obligation, Supplier shall not voluntarily initiate any Recall of any Goods/Services without the prior written consent of Fairphone, which consent shall not be unreasonably withheld.
- 5.3. Supplier shall be liable for, and shall indemnify, defend and hold harmless Fairphone from and against, all costs, expenses, damages, losses and lawsuits, including judgments and attorney fees for damages to property, injury or death incurred or suffered as a result of Recall of a product incorporating the Goods/Services to the extent that such Recall arises as a result of the Goods/Services, unless these situations arise due to Fairphone's specific requirements.

6. FAIRPHONE'S REMEDIES

- 6.1. Without prejudice to any rights or remedies available to Fairphone, Supplier shall immediately give notice to Fairphone if it becomes aware or anticipates: (1) the Goods/Services do not conform with the requirements under the Agreement; (2) it will be unable to supply any Goods/Services within agreed volumes and/or at the agreed time; or (3) any matter which may result in a potential safety risk to end users arising from the Goods/Services (whether such risk arises as a result of non-conforming Goods or otherwise).
- 6.2. If any Goods/Services do not conform with the requirements under the Agreement, or are not provided in full or within the agreed time, or both, then without limiting or affecting any other rights or remedies available to it, Fairphone shall have one or more of the following rights: (1) to terminate the Agreement, in full or in part, with immediate effect by giving written notice to Supplier; (2) to reject the Goods/Services (in whole or in part) whether or not title has passed and, where applicable, to return them to Supplier at Supplier's own risk and expense; (3) to require Supplier to repair or replace the rejected Goods, or to repeat the provision of the rejected Services at Supplier's expense; (4) to withhold the payment of invoices or to require a refund from Supplier of sums paid in advance for the Goods/Services (if paid); (5) to refuse to accept any subsequent supply of Goods/Services which Supplier attempts to make; (6) to recover from Supplier any

costs incurred by Fairphone in procuring substitute goods and/or services from a third party; (7) to recover from Supplier all removal, destruction, storage and other costs relating to or arising out of the rejected Goods/Services; and (8) to claim damages for any additional costs, losses or expenses incurred by Fairphone relating to or arising out of Supplier's failure to supply the Goods/Services as described in this clause 6.

- 6.3. The conditions under this clause 6 shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by Supplier. Fairphone's rights and remedies under the Agreement are in addition to, and not exclusive of, any rights and remedies implied by the applicable laws.

7. WARRANTY AND OTHER OBLIGATIONS

- 7.1. If, after accepting the Goods/Services and within the warranty period stipulated in the Agreement, Fairphone notifies Supplier in writing of any defect in the Goods/Services, Supplier is obliged to repair such a defect forthwith free of charge and to compensate any additional loss and/or damage, including investigation costs, unless Supplier can prove that the defect was caused by incorrect or improper use.
- 7.2. If the Agreement contains no warranty clause, Supplier shall warrant that in terms of quantity, external characteristics and quality the Goods/Services delivered conform to the Agreement and in particular with the description, Specifications and requirements stipulated by Fairphone and contained in the Agreement and/or supplementary documents for at least 3 years following delivery.
- 7.3. Supplier shall maintain an adequate stock of the Goods and parts thereof as spare parts for Fairphone, available at Fairphone's request, for at least 6 years from the delivery of the Goods.

8. PRICE AND PAYMENT

- 8.1. The price for the Goods/Services ("Price"): (1) shall be the price set out in the Agreement; (2) are set out in Euros; (3) if applicable, are inclusive of the costs of packaging, insurance and all other costs relating to shipment of the Goods; and (4) are exclusive of VAT and other applicable taxes, contributions, and similar or associated fees and costs. No extra charges shall be effective unless agreed in writing and signed by Fairphone.
- 8.2. In consideration of the supply of Goods/Services by Supplier, Fairphone shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by Supplier or as otherwise set out in the Agreement.
- 8.3. In respect of the Goods, Supplier shall invoice Fairphone on or at any time after completion of delivery, unless otherwise agreed in the Agreement.
- 8.4. In respect of the Services, Supplier shall invoice Fairphone on completion of the Services or relevant agreed milestones, unless otherwise agreed in the Agreement. Supplier shall maintain complete and accurate records of the time spent and materials used Supplier in providing the Services, and Supplier shall allow Fairphone to inspect such records at all reasonable times on request.
- 8.5. Each invoice shall include such supporting information required by Fairphone to verify the accuracy of the invoice, including but not limited to the relevant PO number, invoice number, date, description of the Goods/Services, quantity, price, VAT (number) and delivery information. If not all the required details are specified, the invoice concerned shall not constitute a correctly rendered invoice as referred to in clause 8.1 and Fairphone shall not be liable for payment. On submission of a new, correct invoice, the payment term, as provided for in clause 8.2, shall commence anew.
- 8.6. If Fairphone fails to make a payment due to Supplier under the Agreement by the due date without a valid reason, then Fairphone shall, after having been sent proper notice of default by Supplier, be liable to pay the statutory interest in accordance with Section 6:119 of the Dutch Civil Code with effect from the end of the term specified in the notice of default.
- 8.7. Fairphone is authorized at all times to set off sums owed by

Fairphone to Supplier against all sums which Fairphone can claim or will be able to claim at any time from Supplier, whether or not this is immediately payable.

9. INSURANCE

- 9.1. During the term of the Agreement and for a period of 3 years thereafter, Supplier shall maintain in force, with a reputable insurance company, adequate general liability insurance and, as relevant, professional indemnity insurance, product liability insurance and public liability insurance, to cover the liabilities that may arise under or in connection with the Agreement at the amount of EUR 2,500,000.00 for each occurrence. The costs of such insurance shall be borne by Supplier.
- 9.2. Supplier shall, on Fairphone's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The policy excess shall not exceed EUR 15,000 per occurrence.

10. CONFIDENTIALITY

- 10.1. Parties will treat all Confidential Information obtained within the scope of the Agreement strictly confidential and use the Confidential Information only for the purpose of performing its obligations under the Agreement. Parties will not disclose such Confidential Information to third parties without the prior written consent of the disclosing Party, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The receiving Party will require the subsequent recipients of the Confidential Information to observe the same confidentiality obligation and warrants that the recipients will comply with this confidentiality obligation. Any breach under this clause 10.1 by the recipients shall be deemed to be a breach by the receiving Party.
- 10.2. In the event of a breach of this clause 10.1, the aggrieved Party may suffer irreparable harm as to which monetary damages may be difficult to ascertain or an inadequate remedy. In such event or the threat of any such event, the aggrieved party will have the right (in addition to any and all other rights and remedies) to seek injunctive relief, specific performance and other equitable remedies.

11. TERM AND TERMINATION

- 11.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes/milestones specified in any part of the Agreement ("Term"). For the avoidance of doubt, expiry or termination of a part of the Agreement does not constitute the expiry or termination of these Purchase Terms and Conditions or any valid and remaining POs under the Agreement.
- 11.2. Fairphone has the right to terminate the Agreement earlier, in whole or in part, without judicial intervention and without any penalty or further obligation or liability, with immediate effect by means of a written notice: (1) if Supplier is unable to pay its debts, becomes insolvent, or is declared bankrupt; (2) when the undertaking of Supplier is voluntarily or involuntarily liquidated; (3) if a considerable part of the capital and reserves of Supplier is seized; (4) if the company of Supplier merges or is acquired by a third party who is a competitor of Fairphone (as reasonably determined by Fairphone); or (5) if Supplier is found to be not in compliance with applicable laws related to the Goods/Services or Fairphone's Policies.
- 11.3. Without prejudice to clause 16 (Force Majeure) and without affecting any other right or remedy available to it, either Party is entitled to terminate the Agreement with immediate effect by means of a written notice if the other Party commits a material and/or repeated breach of any term of the Agreement which breach is irremediable or if such breach is remediable, fails to take any action to remedy that breach within a period of 30 days after being notified in writing to do so.
- 11.4. Notwithstanding the above, either Party has the right to terminate for convenience by giving the other Party 3 months' written notice (subject to mandatory local laws requiring a longer notice period).

12. CONSEQUENCES OF TERMINATION

- 12.1. On termination or expiry of the Agreement (in whole or in part), Supplier shall: (1) provide such reasonable transfer

assistance to Fairphone or to any third party nominated by Fairphone in respect of the Goods/Services as Fairphone may require to minimize any disruption and ensure continuity of Fairphone's business; (2) except to the extent required under applicable laws or necessary for the performance of remaining obligations under the Agreement, return to Fairphone or, if requested, destroy all Confidential Information and Personal Data; and (3) immediately cease to use for any purpose and shall deliver to Fairphone within 14 days of termination or expiry, all Goods and Deliverables (whether or not in final form) purchased by Fairphone. If Supplier fails to do the above, then Fairphone may enter Supplier's premises and take possession of them. Until they have been returned, destroyed or delivered (as applicable), Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement. In case of partial termination, this provision shall apply only to the Confidential Information, Personal Data, Goods and Deliverables relating to the terminated part of the Agreement.

- 12.2. Termination or expiry of the Agreement shall not affect the Parties' rights or remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 12.3. Termination or expiry of the Agreement, howsoever caused, shall not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry of the Agreement, including clauses 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15 and 18.

13. INTELLECTUAL PROPERTY

- 13.1. Each Party shall remain the owner of all Intellectual Property Rights owned by it before the start of its relationship with the other Party or independently created outside the scope of such relationship ("**Background IP**").
- 13.2. Fairphone (and its licensors, where applicable), shall remain the owner of Intellectual Property Rights, whether existing or future, relating to or created in the course of Supplier's performance under the Agreement and designed specifically for Fairphone. As such, Supplier hereby assigns in advance and shall procure that all third parties assign to Fairphone with full title guarantee, the Intellectual Property Rights in the Goods/Services, including the Deliverables and including any customizations to the Goods/Services, but excluding Supplier's Background IP. If the Deliverables (also) includes software, any updates will be provided to Fairphone for nil consideration and Supplier shall deposit the source code at its own expense with an escrow agent. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Fairphone, a fully paid-up, world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free license (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Goods/Services without restriction. For all copyright work created under the Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.
- 13.3. Insofar as a special deed is required for the transfer of Intellectual Property Rights or the granting of a license as provided for in clause 13.2, Supplier hereby declares its willingness to cooperate in the drawing up of such a deed.
- 13.4. Supplier shall permit the use of its Background IP, to the extent reasonably necessary in order for Fairphone and its respective suppliers, assembly partners and its other partners to exercise any Intellectual Property Rights owned or licensed by Fairphone under the Agreement.
- 13.5. The Agreement does not convey to Supplier any rights of ownership in or related to Fairphone Materials or any other Intellectual Property Right owned by Fairphone (or its licensors, where applicable), except as explicitly provided in the Agreement, in which case, the right of use shall be revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and limited to the Term of the Agreement for the purpose of performing its obligations under the Agreement.
- 13.6. Supplier shall not (nor will allow or facilitate a third party to) supply Goods/Services or any material, part, component or

product that contain Fairphone's IP, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than Fairphone or a third party nominated by Fairphone.

- 13.7. Supplier shall ensure all defective, obsolete or excess material, part, component or product containing Fairphone's Intellectual Property Right are destroyed or rendered unsuitable for usage. Supplier shall provide evidence of compliance with this clause 13.7 to Fairphone when requested.

14. DATA PROTECTION AND PRIVACY

- 14.1. In case a Party Processes any Personal Data of the other Party and/or of third parties in connection with the Agreement, it will Process such data in compliance with the applicable Data Protection Laws. Parties will enter into a Data Processing Agreement as provided by Fairphone if needed according to Article 28 of the GDPR.
- 14.2. Without prejudice to the foregoing, a Party will ensure it has the appropriate legal basis and notices in place to ensure lawful Processing of the Personal Data for the duration and purposes of the Agreement. Each Party shall take appropriate technical and organizational measures against accidental loss or destruction of such data and any unauthorized or unlawful Processing of such data.
- 14.3. "**Data Protection Laws**" means all privacy laws, including the General Data Protection Regulation ("**GDPR**") and national implementing laws, regulations and secondary legislation, that apply to Supplier's performance under the Agreement or to Fairphone's purchase and/or use of the Goods/Services. "**Data Processing Agreement**" means the agreement that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the Personal Data processing activities, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller. "**Processing**" has the meaning attributed to it in Article 4.2 of the GDPR (and "**Processed**" and "**Process**" shall be construed accordingly). For further details of the way in which Fairphone handles Personal Data, please review the Privacy Policy, which can be found on Fairphone's Website.

15. LIABILITY AND INDEMNITY

- 15.1. Unless expressly stated otherwise in the Agreement, neither Party shall have any liability to the other for, and neither Party shall be entitled to recover from the other, any consequential, special, multiple or exemplary damages as a result of a breach of the Agreement. This exclusion does not apply to any damages incurred or suffered by a Party resulting from intent or gross negligence on the part of the other Party.
- 15.2. In addition to its indemnity obligations under clause 5.3, Supplier shall indemnify Fairphone against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Fairphone as a result of or in connection with: (1) any claim made against Fairphone for actual or alleged infringement of a third party's IP arising out of or in connection with the purchase and/or use of the Goods/Services, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; (2) any claim made against Fairphone by a third party for damage to property, injury or death arising out of or in connection with defects in Goods/Services, to the extent that the defects in the Goods/Services are attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and (3) any claim made against Fairphone by a third party arising out of or in connection with the purchase and/or use of the Goods/Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by Supplier, its employees, agents or subcontractors.

16. FORCE MAJEURE

- 16.1. "**Force Majeure Event**" means any event which is beyond the reasonable control of a Party and which impacts the

performance of its obligations under the Agreement, including, but not limited to, war or hostilities, nuclear disasters, riots or civil commotion, plague, epidemic, natural disasters or extreme natural event, explosion, fire, destruction of equipment, and similar external calamities insofar as these are not attributable to the party concerned. A Force Majeure Event shall explicitly not include failure of mechanical equipment, computer hardware, software and/or telecommunications equipment; changes in economic conditions or costs of raw materials and/or its delivery; strikes or work stoppages by Supplier's employees; and the non-performance of Supplier's representatives or other third parties engaged by Supplier.

- 16.2. Neither Party shall be in breach of the Agreement nor liable for delay or failure to perform under the Agreement, if this delay or failure was the result of a Force Majeure Event. Parties will notify each other as soon as possible regarding a (potential) Force Majeure Event.
- 16.3. The affected Party shall use all reasonable endeavors to mitigate the effect of the Force Majeure Event in the best possible way. If the period of delay or failure continues for 8 weeks from the date of the notice given under clause 16.1, the Party not affected may terminate the Agreement by giving 14 days' written notice to the affected Party.

17. GENERAL PROVISIONS

- 17.1. The Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any prior agreements or understanding (in each case whether written or oral). The applicability of any of Supplier's sale terms or other general terms and conditions is expressly rejected, unless agreed otherwise by Fairphone in writing.
- 17.2. Any amendment or variation to the Agreement shall only be effective where agreed in writing between the Parties.
- 17.3. Unless stated otherwise in the Agreement, all notices under the Agreement may be sent by e-mail or by registered mail with confirmation of receipt, addressed to the address as mentioned in the Agreement. In case of a change of address, either Party can notify this to the other Party following the rules as set out in this clause 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. Any notice shall be deemed to have been received (i) if sent by email, at the time of transmission, or, if this time falls outside regular business hours, when business hours resume, and (ii) if delivered by registered mail, on signature of a delivery receipt.
- 17.4. Supplier is prohibited from transferring, assigning or pledging the Agreement or any part thereof or rights or claims pursuant to the Agreement to third parties without Fairphone's prior written consent. This prohibition has legal effect under property law as defined in Section 3:83 (2) of the Dutch Civil Code.
- 17.5. Supplier may not subcontract any or all of its rights or obligations under the Agreement without Fairphone's prior

written consent. If Fairphone consents to any subcontracting by Supplier, Supplier shall remain responsible for the performance of the Agreement and shall be liable for all the acts and omissions of its subcontractors as if they were its own.

- 17.6. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
 - 17.7. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable, it shall not affect nor impair the legality, validity or enforceability of the remaining parts of that provision or of any other provision of the Agreement and shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted.
 - 17.8. Supplier is an independent contractor engaged by Fairphone to supply the Goods/Services. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, nor authorize either Party to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of the other Party.
 - 17.9. Supplier is and remains responsible for its employees, subcontractors, agents and representatives. Supplier is not relieved of its liability for these persons and no obligations in relation to these persons shall pass to Fairphone as a result of the Agreement.
 - 17.10. If where Supplier is based, the official language is not English, the Parties may agree to append to the Agreement a translation of the Agreement (or part thereof) in the local language. In the event of any conflict between the English and the local language version of the Agreement, the Parties agree that the English version shall prevail.
- ## 18. APPLICABLE LAW AND JURISDICTION
- 18.1. Unless otherwise specified, the Agreement is governed by and construed in accordance with the laws of The Netherlands, without reference to the conflict of laws provisions. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.
 - 18.2. Each Party irrevocably agrees that the competent courts in Amsterdam, Netherlands, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Schedule 1: Social and Environmental Responsibility

1. Supplier acknowledges that it has read and agrees to adhere to the commitments adopted by Fairphone on ethics and social and environmental responsibility, as set out in its reference documents and the Code of Conduct for Fairphone Supply Chain published at: <https://www.fairphone.com/wp-content/uploads/2021/11/Ways-of-Working-Together-November-2021.pdf>
2. In this respect, Supplier represents and warrants to Fairphone that it complies with the international and national laws applicable to the Agreement (including any amendments made to those laws during the term of the Agreement) and that it complied with those laws during the six-year (6 year) period immediately preceding the signing of the Agreement, relating to: (1) human rights and individual fundamental freedoms, in particular the prohibition of (a) child labor and any other form of forced or compulsory labor; (b) any type of discrimination within Supplier's company - or Supplier's group of companies as the case may be - or in its dealings with third parties; (2) embargoes, arms and drug trafficking and terrorism; (3) trade, import and export licenses and customs requirements; (4) the health and safety of employees and third parties; (5) employment, immigration and the ban on using undeclared workers; (6) environmental protection; (7) white-collar crime, mainly corruption and bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the Agreement), obtaining by fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences; (8) anti-money laundering measures; (9) competition law.
3. In connection with the performance of the obligations under the Agreement, Supplier commits to comply in its name and in the name and on behalf of its own suppliers and sub-contractors with the same rules.
4. As regards its own operations, Supplier undertakes to actively cooperate with Fairphone and to take the required action to allow

Fairphone to fulfil its own legal obligations arising under its duty of vigilance. To this end, Supplier shall assist, in particular, with the implementation of the measures set out in the Code of Conduct as stated above (risk mapping, alert and whistleblowing mechanism etc.) and immediately report to Fairphone any serious breach or, any circumstances that could potentially constitute a serious breach, of the above-mentioned rules, in the performance of its relationship with Fairphone.

5. Fairphone may require Supplier to prove its compliance with the requirements set out in this clause at any time and may audit Supplier, directly or through a third party, at any time and at its own expense, provided that it gives prior notice of the audit to Supplier. In the event of an audit, Supplier undertakes to grant Fairphone's employees access to its premises and/or its sites and to provide Fairphone with all information and/or documents that it may request for the successful completion of the audit.
6. Any breach of the provisions of this Schedule 1 by Supplier will be treated as a breach of the Agreement justifying the suspension and/or termination of the Agreement by Fairphone on the terms and conditions set out in the Agreement.