



Intangible assets and Delivery – other than fixed assets | Purchase Agreement (the „Agreement”)

made on [...] [...] 2024 in _____ between:

[please insert specification of the contractor, in a manner analogous to the description below], represented by:

1. _____
2. _____

hereinafter: the „**Seller**”,

and

Aptiv Services Poland S.A. 30-399 Kraków ul. Podgórska Tynieckie 2, entered into the companies registry of the National Court Register (KRS), which documentation is held by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of National Court Register, under KRS no. 0000015189, tax identification number (NIP): 6840001364, REGON: 370218494, with the share capital (fully paid-up) of PLN 276,133,416.00, No BDO 000016455 represented by:

1. _____
2. _____

hereinafter: the „**Buyer**”, and jointly with the Seller hereinafter as „**Parties**”, and each of them as the „**Party**”, depending on the context.

WHEREAS:

- a) The Buyer realizes the project: **Development of a globally innovative solution of specialized computing platforms for the architecture of "software-defined vehicles" (SDV)**, European Funds priority FENG.01 Support for Entrepreneurs, European Funds for Modern Economy 2021-2027 (the „**Project**”);
- b) The Seller is an entity dealing professionally with creation/ selling **Intangible assets and deliveries other than fixed assets**, which are the subject of the Inquiry, necessary for the Buyer for the purposes of realization of the Project;

The Parties agree as follows:

§1

The Subject of the Agreement

1. The subject of this Agreement is delivery 14 items consisted of intangible assets and deliveries others than fixed assets], that will allow the creation of prototypes of the B series of the zonal controller and the central controller. There are the following items:
 - 1) **Base module for performing automatic tests - 6 pcs.** (Delivery - other than fixed assets)
 - 2) **Expansion board for CAN/LIN/FlexRay tests - 6 pcs.** (Delivery - other than fixed assets)
 - 3) **Extension module for testing CAN protocol communication – 12 pcs.** (Delivery – other than fixed assets)
 - 4) **Extension module for testing LIN protocol communication – 12 pcs.** (Delivery – other than fixed assets)
 - 5) **Extension module for testing FlexRay protocol communication – 6 pcs.** (Delivery – other than fixed assets)
 - 6) **Extension module for monitoring inputs/outputs (digital and analog signals) – 6 pcs.** (Delivery – other than fixed assets)
 - 7) **Device for testing the communication of IOT devices - 3 pcs.** (Delivery – other than fixed assets)
 - 8) **Device for testing the functionality of charging an electric car - 2 pcs.** (Delivery – other than fixed assets)
 - 9) **Devices for analysis and testing of CAN/ETH buses – 9 pcs.** (Delivery – other than fixed assets)
 - 10) **CANoe PRO software or equivalent - 3 pcs/licenses** (Intangible assets)
 - 11) **Extension software - optional FLEXRAY protocol - 2 pcs/licenses** (Intangible assets)



- 12) **Extension software – ETH protocol option - 3 pcs/licenses** (Intangible assets)
- 13) **Extension software - LIN protocol option - 3 pcs/licenses** (Intangible assets)
- 14) **Extension software - Smart Charging protocol option - 2 pcs/licenses** (Intangible assets)

hereinafter referred to as **Purchased Subject**.

2. The Seller undertakes to deliver and the Buyer undertakes to collect the Purchased Subject and to pay the price to the Seller.
3. The Purchased Subject price is defined in a specific purchase order relating to the Purchased Subject (the „**Purchase Order**”). The **net price** of a Purchased Subject is

§2

The Purchase Documents

1. The Parties agree hereby that this Agreement do not constitute all provisions and conditions relating to the Purchased Subject and performance of purchase under this Agreement.
2. The Parties agree that the status of the Purchased Subject and performance of the purchase under this Agreement are regulated also by other documents, in particular Aptiv General Terms and Conditions dated December 20, 2023 (hereinafter as: the „**General Terms and Conditions**”), and in a specific **Purchase Order** (together with the Agreement and the General Terms and Conditions jointly as: the „**Purchase Documents**”) and **Inquiry** no 1/2024/SDV dated September 26, 2024.
3. The Parties agree that the Purchase Documents shall be read pursuant to the following hierarchy (a descending order):
 - a. the Agreement;
 - b. the General Terms and Conditions;
 - c. the Purchase Order.
 - d. The Inquiry
4. The Parties agree, that the provision of the above §2 point 3 implies in particular that in case of any contrary provisions, discrepancies, or in any other way impossible to reconcile in a reasonable and legal way, the provisions of the Purchase Document higher in the hierarchy shall apply.

§3

The Final Provisions

1. This Agreement and the obligations arising from it are governed by Polish law.
2. Any amendments to this Agreement shall be made in writing unless null and void.
3. The obligations arising from this Agreement shall not be subject of assignment.

Signatures:

The Seller:

The Buyer:

Attachments:

1. *[insert related documents, in particular GT&C, , PO and Inquiry]*