

SUPPLIER SERVICES AGREEMENT

Contract Number:	SSA-2024-0847
Effective Date:	April 15, 2024
Expiration Date:	April 14, 2026
Document Version:	2.1

PARTIES TO THE AGREEMENT

This Supplier Services Agreement ("Agreement") is entered into between TechVentures Global Inc., a Delaware corporation with principal offices located at 1250 Innovation Drive, San Jose, California 95134 ("Buyer"), and Premier Component Manufacturing Ltd., a registered UK company with offices at 88 Westminster Business Park, London, SW1A 2AB, United Kingdom ("Supplier").

Buyer Representative: Sarah Chen, Chief Procurement Officer
Email: s.chen@techventures.com
Phone: +1 (408) 555-0147

Supplier Representative: James Morrison, Sales Director
Email: j.morrison@premiercomp.co.uk
Phone: +44 20 7946 0234

1. SCOPE OF SERVICES AND DELIVERABLES

Supplier agrees to manufacture and deliver high-precision electronic components and assemblies as specified in Exhibit A (Product Specifications) attached hereto. The services shall include design validation, prototyping, production manufacturing, quality assurance testing, packaging, and logistics coordination. All deliverables must meet or exceed the technical specifications outlined in the accompanying technical data sheets and comply with ISO 9001:2015 and IPC-A-610 Class 3 standards.

2. PRICING AND PAYMENT TERMS

The total contract value for the initial term is Eight Million Three Hundred Fifty Thousand Dollars (\$8,350,000.00) USD. Unit pricing for each product category is detailed in Exhibit B (Pricing Schedule). Prices include tooling costs, first article inspection, and standard packaging. All prices are FOB Supplier's facility in Southampton, UK.

Payment Terms: Net 60 days from receipt of invoice. Buyer shall remit payment via wire transfer to the banking details provided in Section 12. Early payment discount of 2.5% is available for payments received within 15 days of invoice date. A late payment fee of 1.5% per month (18% APR) will be assessed on overdue balances exceeding 75 days.

3. DELIVERY SCHEDULE AND PERFORMANCE METRICS

Supplier commits to the following delivery schedule: Initial prototype delivery within 45 calendar days of purchase order receipt, production validation within 30 days of prototype approval, and ongoing production shipments on a weekly basis commencing June 1, 2024. Minimum order quantity per shipment is 5,000 units. Maximum lead time for standard orders shall not exceed 21 business days from order placement.

Performance Metrics: Supplier agrees to maintain a 98.5% on-time delivery rate, measured monthly. Quality defect rate shall not exceed 200 parts per million (PPM). Failure to meet these metrics for two consecutive months shall trigger a performance review and potential remediation plan as outlined in Section 8.

4. QUALITY ASSURANCE AND INSPECTION RIGHTS

All products shall be manufactured in compliance with the quality standards specified in Exhibit C (Quality Requirements). Supplier shall maintain a comprehensive Quality Management System certified to ISO 9001:2015. First Article Inspection Reports (FAIR) must be provided for all new products and engineering changes. Buyer reserves the right to conduct on-site audits of Supplier's manufacturing facilities with 15 business days' written notice. Certificate of Conformance must accompany all shipments.

Testing and Acceptance: Buyer shall have 10 business days from receipt to inspect and test delivered products. Defective products may be returned for full credit or replacement at Buyer's discretion. Supplier shall bear all costs associated with non-conforming products including return shipping, replacement manufacturing, and expedited delivery of conforming units.

5. INTELLECTUAL PROPERTY RIGHTS

All designs, specifications, technical drawings, and proprietary information provided by Buyer shall remain the exclusive property of Buyer. Supplier acknowledges that any improvements or modifications to Buyer's designs developed during the performance of this Agreement shall be deemed works made for hire and shall belong exclusively to Buyer. Supplier agrees not to manufacture products based on Buyer's designs for any third party without express written consent.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain strict confidentiality of all proprietary and confidential information exchanged during the term of this Agreement and for a period of five (5) years following termination. Confidential Information includes, but is not limited to, technical specifications, pricing data, forecasts, customer lists, and business strategies. Supplier agrees to comply with all applicable data protection regulations including GDPR and CCPA when handling any personal data related to this Agreement.

7. WARRANTIES AND REPRESENTATIONS

Supplier warrants that all products delivered under this Agreement shall: (a) conform to the specifications and drawings provided by Buyer; (b) be free from defects in materials and workmanship; (c) be manufactured using new, non-refurbished components; and (d) comply with all applicable laws and regulations. The warranty period shall be thirty-six (36) months from the date of shipment. Supplier further warrants that it has the legal right to enter into this Agreement and that performance will not violate any third-party rights.

8. LIABILITY, INDEMNIFICATION, AND INSURANCE

Supplier agrees to indemnify and hold harmless Buyer from any claims, damages, or losses arising from: (i) defective products supplied under this Agreement; (ii) breach of representations or warranties; (iii) infringement of third-party intellectual property rights; or (iv) Supplier's negligence or willful misconduct. Supplier's total liability under this Agreement shall not exceed the total amount paid by Buyer in the twelve (12) months

preceding the claim, except for claims arising from gross negligence, willful misconduct, or intellectual property infringement.

Insurance Requirements: Supplier shall maintain comprehensive general liability insurance with minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence, product liability insurance of Ten Million Dollars (\$10,000,000.00), and professional liability insurance of Two Million Dollars (\$2,000,000.00). Buyer shall be named as an additional insured on all policies. Certificates of insurance must be provided annually.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemic, natural disasters, governmental actions, labor strikes, or supply chain disruptions. The affected party must provide written notice within 5 business days of the force majeure event and make reasonable efforts to mitigate the impact. If the force majeure condition persists for more than 90 days, either party may terminate this Agreement without penalty.

10. TERMINATION AND TRANSITION

This Agreement may be terminated: (a) by mutual written consent; (b) by either party with 90 days' written notice without cause; (c) immediately by Buyer if Supplier breaches any material term and fails to cure within 30 days of written notice; or (d) automatically upon Supplier's bankruptcy, insolvency, or cessation of business operations. Upon termination, Buyer shall pay for all conforming products delivered prior to the termination date. Supplier shall return all Buyer property and confidential information within 15 business days.

Transition Assistance: Upon termination or expiration, Supplier agrees to provide up to 180 days of transition assistance to facilitate transfer of manufacturing to an alternative supplier. This includes providing manufacturing documentation, cooperating with audits, and fulfilling orders in accordance with the existing pricing schedule. Buyer shall compensate Supplier at the then-current rates for transition services.

11. REGULATORY COMPLIANCE AND BUSINESS ETHICS

Supplier shall comply with all applicable laws and regulations including but not limited to environmental regulations (RoHS, REACH), export control laws (ITAR, EAR), anti-corruption laws (FCPA, UK Bribery Act), and labor standards (Fair Labor Standards Act). Supplier certifies that no components contain conflict minerals as defined by the Dodd-Frank Act and agrees to provide conflict minerals reporting annually. Supplier shall maintain ethical business practices and shall not engage in bribery, child labor, forced labor, or discriminatory employment practices.

12. GENERAL PROVISIONS

Governing Law: This Agreement shall be governed by the laws of the State of Delaware, USA, without regard to conflict of law principles. Dispute Resolution: Any disputes shall first be addressed through good-faith negotiations. If unresolved within 30 days, disputes shall be submitted to binding arbitration under AAA Commercial Arbitration Rules in Wilmington, Delaware. Amendment: This Agreement may only be amended by written instrument signed by authorized representatives of both parties. Assignment: Neither party may assign this Agreement without prior written consent, except to a successor entity in connection with a merger or acquisition. Severability: If any provision is found invalid, the remaining provisions shall remain in full force. Entire Agreement: This Agreement, together with all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

EXECUTED as of the date first written above:

BUYER: TechVentures Global Inc.

SUPPLIER: Premier Component Manufacturing Ltd.

By: _____

By: _____

Name: Sarah Chen

Name: James Morrison

Title: Chief Procurement Officer

Title: Sales Director

Date: April 15, 2024

Date: April 15, 2024

Exhibits A (Product Specifications), B (Pricing Schedule), and C (Quality Requirements) are incorporated by reference and form an integral part of this Agreement.