

Extended agreement covering security of information

between

Leopold KOSTAL GmbH & Co. KG
An der Bellmerlei 10
58513 Lüdenscheid

- hereinafter referred to as "KOSTAL"-

and

Company name:

Address:

- hereinafter referred to as "contractor"-

- hereinafter referred to as "party" or jointly as "parties"-

Preamble

KOSTAL is a family company operating world-wide and develops and produces electronic and mechatronic products for the automobile industry. KOSTAL authorizes the contractor to supply goods and/or to provide services.

Given the constantly increasing importance of the security of information in the automobile industry the parties wish to regulate and agree more details regarding the exchange of commercial data and information, in addition to agreements already existing, as follows:

- (1) The contractor will maintain in his business premises the requirements described in the "**Guideline: Information security for contractors**" (hereinafter referred to as "guideline") covering requirements for maintaining the security of information. He undertakes to implement appropriate security measures to comply with the requirements described and during the business relationship with KOSTAL, including a period following to maintain his obligations covering performance and/or confidentiality.
- (2) KOSTAL is entitled to check the implementation of the security measures described in the guideline. A check is generally carried out by an independent inspection service provider. The contractor undertakes to provide all the details required for the inspection and to provide appropriate evidence.
- (3) The supplier undertakes to comply with the requirements of ISO 27001 and to carry out independent checks by qualified third parties and/or inspection service providers.

- (4) A positive inspection result is valid for 3 (three) years. On expiry of this validity and at KOSTAL's request a new inspection is to be carried out. All changes which influence the inspection results or compliance with the security measures described in the guideline must be reported to KOSTAL without delay.
- (5) The issue of the guideline valid at any time is applicable and can be called up via the KOSTAL Internet page (www.kostal.com/de-de/download/vertragsdokumente). Up-dates to the contents of this regulation must be implemented within a transition period of 6 (six) months. The issue level valid at the time this extended agreement (version 0.4 dated 05.April.2018) is included as an attachment.
- (6) As a deviation from any other agreements the contractor is forbidden to forward to third parties the information given to him without the agreement of KOSTAL Third parties in the sense of this clause are companies not linked with the contractor, as covered in German law under § 15 AktG.
- (7) This extended agreement comes into force with its signature by the parties. It can be cancelled by the contractor in normal circumstances only after the ending of the framework delivery contract and / or service supply contract. Cancellation on significant grounds is possible at any time. The cancellation must be made in writing.
- (8) Unless the parties specifically agree otherwise, the regulations in this extended agreement have precedence over those in other contracts. Otherwise, other agreements and contracts remain unaffected by this extended agreement.
- (9) This extended agreement and its execution are governed exclusively by the laws of the Federal Republic of Germany. Unless the parties have agreed otherwise in a framework delivery contract or service supply contract the court of jurisdiction is Lüdenscheid.

Lüdenscheid, 13.09.2018

Leopold KOSTAL GmbH & Co. KG



Klaus Werner Schmidt
Vice President Purchasing
Member of the Executive Board

(Name, Position)



Andreas Hagenhoff,
Director Global Strategic Purchasing
Global Commodity Management

(Name, Position)