

NOMINATION AGREEMENT FOR PROJECT ... [PLEASE INSERT PROJECT TITLE]

Between

LEONI Bordnetz-Systeme GmbH
Flugplatzstr. 74, 97318 Kitzingen, Germany

(hereinafter "LEONI")

and

... [PLEASE INSERT NAME OF SUPPLIER]
... [PLEASE INSERT ADDRESS OF SUPPLIER]

(hereinafter "Supplier")

(individually or collectively hereinafter "Party" or "Parties")

the following Nomination Agreement is concluded:

Table of Contents

Preamble.....	2
1 Subject	2
1.1 Estimated project data	2
1.2 Products.....	2
1.3 Deliveries and Services.....	2
1.4 Affiliates	2
1.5 Enclosures	3
1.6 Relationship with other price agreements.....	3
2 Regulations on long term supply.....	3
2.1 Supply of Products	3
2.2 Estimated demands	3
2.3 Capacities	3
2.4 Prices.....	3
[OPTIONAL:] 2.5 Delivery Terms	4
[OPTIONAL:] 2.6 Payment Terms	4
2.7 Replacement Parts	4
[OPTIONAL:] 2.8 Special Agreements and Amendments.....	4
3 Term and Termination	4
4 Jurisdiction and Venue, Arbitration Clause, Choice of Law	4

Preamble

LEONI concludes this Nomination Agreement for the project ... **[PLEASE INSERT PROJECT TITLE]** in light of optimal supply of its production sites at home and abroad and its Affiliates. Therefore, the objective of this Nomination Agreement amongst others is to guarantee the smooth and efficient coordination of products and supply of products between the Supplier and LEONI.

The basis of this Nomination Agreement is the fulfilment of the special requirements of the automotive supply business determined by the automotive industry and the realization of the concept of a system supplier with clearly defined responsibilities and duties.

As a result, the Supplier is distinguished by its accomplishment of very high-quality standards, a high degree of expertise, permanent proof of competitiveness in respect of price, logistics and quality and thereby fulfilment of the special requirements in the automotive supply sector.

1 Subject

1.1 Estimated project data

End customer (OEM):	
Project title:	
Product title:	
Start of production (OEM):	
Start of Production (LEONI):	
[OPTIONAL:] End of Production (OEM):	
[OPTIONAL:] End of Production (LEONI):	
Quantity of vehicles at ridgeline:	

The above-mentioned project data is estimated information only that may be subject to changes and thus is non-committal.

1.2 Products

This Nomination Agreement shall apply for the products stated in Enclosure 1 of this Nomination Agreement (hereinafter referred to as "Products").

1.3 Deliveries and Services

This Nomination Agreement shall apply for all deliveries of Products from the Supplier and its Affiliates (collectively or individually hereinafter "Supplier") to (i) LEONI Bordnetz-Systeme GmbH and its Affiliates (collectively or individually hereinafter "LEONI"). This also includes all future Affiliates of the Parties.

1.4 Affiliates

1.4.1 For the purpose of this Nomination Agreement (i) Affiliates of LEONI shall be legal entities, which are controlled directly or indirectly by LEONI AG but only to the extent that these Affiliates are organized in the Wiring Systems Division of LEONI AG and (ii) Affiliates of the Supplier shall be legal entities, which are controlled directly or indirectly by the Supplier. For the purpose of these definitions "Control" or "Controlling" shall mean to have, directly or indirectly, equal or more than 50% of company shares or voting rights..

1.4.2 LEONI can at any time request from the Supplier a list of the Affiliates of the Supplier, and the Supplier can at any time request from LEONI a list of the Affiliates of LEONI.

1.4.3 The Supplier guarantees and is completely responsible that its Affiliates recognize the regulations of this Nomination Agreement as legally binding and committing. The Supplier shall bear the risk of non-recognition.

1.5 Enclosures

1.5.1 The following Enclosures are integral part of this Nomination Agreement:

- Enclosure 1 – Products and Prices
- Enclosure 2 – Specifications
- **[OPTIONAL:]** Enclosure X – Consignment Agreement
- **[OPTIONAL:]** Enclosure X – Tooling Order / Tooling Lending Agreement / Tooling Order and Lending Agreement
- Enclosure 3 – General Supply Agreement (GSA), as of XX/XX/XXXX **[PLEASE INSERT DATE]**

1.5.2 The applicable version of the Enclosure 3 is the agreed version.

1.5.3 Unless otherwise agreed, the provisions in the Nomination Agreement take precedence over the provisions in the Enclosures. Among each other the provisions in the Enclosures shall have priority in the order of the listing of the Enclosures.

1.5.4 In case the Supplier has confirmed any enquiries from LEONI (e.g. enquiries for serial parts and project enquiries), the content of such enquiries (e.g. with regard to capacity and/or flexibility commitments) shall supplement this Nomination Agreement, but shall be subsidiary.

1.5.5 The Supplier can view the aforementioned and further documents and information for suppliers on the LEONI website (see www.leoni.com/en/suppliers).

1.6 Relationship with other price agreements

This Nomination Agreement shall have priority over other price agreements, especially Frame Price Agreements. If another price agreement is applicable between the Parties that is advantageous for LEONI, this price agreement takes precedence over this Nomination Agreement.

2 Regulations on long term supply

2.1 Supply of Products

The Supplier undertakes to supply LEONI with the Products during the entire contract term.

The Supplier is obliged to manufacture the Products in conformance with the agreed specifications and suitable for the intended use.

The agreed specifications are detailed in Enclosure 2.

2.2 Estimated demands

LEONI's estimated demands of the Products are stated in Enclosure 1. The estimated demands of the Products result from data provided by LEONI's customer and in this respect are noncommittal plannings that are shared with the Supplier solely for informative purposes.

2.3 Capacities

The Supplier undertakes to maintain the supply capacities required for the supply of Products to LEONI at the least for the estimated demands stated in Enclosure 1 plus a fluctuation range defined hereinafter. The Supplier shall be capable and is obliged to deliver the demands of LEONI for Products with a weekly, monthly and annual fluctuation range of up to +20% in accordance with the weekly, monthly and annual estimated demands of LEONI as stated in Enclosure 1.

2.4 Prices

Unless otherwise agreed, the prices for the Products result from Enclosure 1. The net prices stated therein decrease annually, always on first of January after the SOP at LEONI, by XX % **[PLEASE INSERT PERCENTAGE VALUE]**. This price reduction takes place for the first time on XX/XX/XXXX **[PLEASE INSERT DATE]**.

The Supplier is responsible for the timely implementation of the price reductions.

[OPTIONAL:] 2.5 Delivery Terms

Unless otherwise agreed, FCA Supplier's Plant shall apply as delivery terms each time including packaging and in accordance with INCOTERMS 2020 as published by the International Chamber of Commerce (ICC).

[OPTIONAL:] 2.6 Payment Terms

Unless otherwise agreed (e.g. in Enclosure 1 of the GSA - Frame Price Agreement (FPA)), the following terms and conditions of payment shall apply:

... **[PLEASE INSERT PAYMENT TERM]**

2.7 Replacement Parts

The Supplier guarantees the supply of replacement parts for a period of at least 15 years after the phasing out of serial production of the respective product ("follow-up"). For the first 5 years of the follow-up the last applicable serial price shall apply as replacement part price, plus if required accrued costs for special packaging for replacement parts. For the remaining time of the follow-up the Supplier shall quote LEONI a reasonable and competitive replacement part price based on the last applicable serial price. Potential price increases shall be shown to be plausible by a cost break-down upon demand by LEONI.

[OPTIONAL:] 2.8 Special Agreements and Amendments

...

3 Term and Termination

3.1 This Nomination Agreement shall enter into force with effect from XX/XX/XXXX **[PLEASE INSERT DATE]** / when signed by both Parties and is concluded with a minimum contract term up to XX/XX/XXXX **[PLEASE INSERT DATE]**. After the minimum contract term, the Nomination Agreement shall remain effective for an in-definite period.

3.2 The Parties may terminate this Nomination Agreement without cause (ordinary termination or termination for convenience) exclusively in accordance with Section 21 of the GSA, however at the earliest with effect to the end of the minimum contract term.

3.3 The Parties may terminate this Nomination Agreement for cause (extraordinary termination or termination for cause) exclusively in accordance with Section 22 of the GSA.

3.4 In case of termination of this Nomination Agreement, this Nomination Agreement shall also apply beyond the contract term to deliveries and services, for which a binding individual contract between the Supplier and LEONI has been concluded until the expiry of the Nomination Agreement.

4 Jurisdiction and Venue, Arbitration Clause, Choice of Law

4.1 For jurisdiction and venue as well as for arbitration Section 24 of the GSA shall apply.

4.2 For choice of law Section 25 of the GSA shall apply.

5 Miscellaneous

Section 26 of the GSA shall apply.

LEONI Bordnetz-Systeme GmbH

... [PLEASE INSERT NAME OF SUPPLIER]

_____, _____
(location) (date)

_____, _____
(location) (date)

Name:
Function:

Name:
Function:

Name:
Function:

Name:
Function: