



PAYMENT SERVICES AGREEMENT

This PAYMENT SERVICES AGREEMENT (this "Agreement"), dated as of the Effective Date, is by and between WUGONA and Supplier.

ARTICLE I PURPOSE AND BENEFITS

Supplier supplies goods and/or provides services to one or more affiliates of WUGONA (each a "Würth Company" and collectively, the "Würth Companies") and the parties hereto wish for WUGONA to provide for the central payment of all transactions related thereto between Supplier and the Würth Companies. Subject to the terms of Article II below, such payment services will provide Supplier with potential cost savings and other benefits, including:

- Potential Growth with the Würth Companies
 - Becoming preferred supplier of the Würth Companies.
 - Receiving contact details for all Würth Companies worldwide.
- Optimizing Supplier's Costs
 - Consolidated payments.
 - Electronic payments, which usually lead to earlier availability of funds.
 - For Automated Clearing House (ACH) payments, the remittance information is sent electronically to Supplier's bank for potential automatic application to Supplier's IT-system.
- More Efficient Cash Management
 - Payment advice which allows Supplier to cash plan more effectively.
 - WUGONA pays its vendors primarily via ACH instead of checks. A faster, cheaper and more secure payment method.
 - WUGONA functions as one point of contact for Supplier's payment related inquiries.

In consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WUGONA and Supplier hereby agree as follows:

ARTICLE II TERMS AND CONDITIONS

- 2.1 General. WUGONA shall make payments to Supplier on behalf of the Würth Companies, in connection with the supply of goods and/or the provision of services to such parties, pursuant to the following terms and conditions (and in all cases subject to Section 2.2 below):
- (a) Supplier shall have duly invoiced the applicable Würth Companies pursuant to the terms of its agreements with such Würth Companies.
 - (b) Each Würth Company for which a payment is to be made shall have sent WUGONA directions to pay Supplier, which such directions shall include copies of the applicable invoices.
 - (c) Where feasible and deemed appropriate, WUGONA shall aggregate invoices it receives with the goal of making a single payment. All payments made by WUGONA shall be net of the Service Fee (as defined below).
 - (d) For its services hereunder, WUGONA will receive a service fee (the "Service Fee") of 1.0% of the gross amount of the invoices to be paid. Such Service Fee shall be due upon each payment by WUGONA to Supplier and Supplier agrees that WUGONA may deduct such Service Fee from each payment and that nevertheless, Supplier shall be deemed to have been paid in full in respect thereof.
 - (e) WUGONA shall make all payments hereunder via the ACH system of an internationally recognized bank (or similar electronic system).
- 2.2 Limitations.
- (a) Other than with respect to the terms specifically set forth herein, including, without limitation,
 - i. the aggregation of payments owed by the Würth Companies; and
 - ii. the making of such payments on the terms (including with respect to timing) set forth herein, which such terms shall apply regardless of any agreement between Supplier and any Würth Company, the terms and conditions of all agreements between a Würth Company and Supplier shall remain unmodified and in full force and effect.
 - (b) THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT WUGONA IS ONLY PROVIDING A CENTRALIZED PAYMENT SERVICE AND THAT WUGONA IS NOT, AND SHALL NOT BE DEEMED TO BE, GUARANTYING ANY PAYMENT OR PERFORMANCE BY ANY WÜRTH COMPANY. OTHER THAN IN RESPECT OF WUGONA'S EXPLICIT OBLIGATIONS HEREUNDER, WUGONA SHALL HAVE NO LIABILITY TO SUPPLIER, INCLUDING FOR NON-PAYMENT BY A WÜRTH COMPANY OF ANY INVOICED AMOUNT AND SUPPLIER SHALL LOOK SOLELY TO THE APPLICABLE WÜRTH

COMPANY WITH RESPECT TO ANY SUCH CLAIMS. SUPPLIER ACKNOWLEDGES THAT IT HAS SEPARATELY EVALUATED THE CREDIT WORTHINESS OF EACH WURTH COMPANY THAT IT DOES BUSINESS WITH AND THAT WUGONA HAS MADE NO REPRESENTATIONS AS TO THE CREDIT WORTHINESS OF ANY WURTH COMPANY. SUPPLIER ACKNOWLEDGES AND AGREES THAT IT IS THE INTENT OF THE PARTIES HERETO THAT WUGONA'S OBLIGATIONS HEREUNDER BE AS NARROWLY CONSTRUCTED AS IS LEGALLY APPROPRIATE.

- 2.3 **Würth Group Companies.** A current list of the Würth Companies will be provided to Supplier upon written request and can be downloaded at www.wuerth.com. Supplier acknowledges and agrees that WUGONA is under no obligation to update it as to changes in respect thereof.
- 2.4 **World Wide Applicability.** Supplier acknowledges and agrees that Service Fee concept is intended to apply to it and its affiliates on a worldwide basis whenever a Würth Group company makes centralized payments to Supplier.

ARTICLE III TERM AND TERMINATION

- 3.1 **Term.** The Agreement is effective as of the Effective Date and shall remain in full force and effect until terminated as provided in Section 3.2 below.
- 3.2 **Termination.** This Agreement may be terminated by either party by giving at least 6 months prior written notice to the other, which such termination shall be effective as of the start of the next calendar year following the conclusion of the notice period.

ARTICLE IV MISCELLANEOUS

- 4.1 **Notices.** All notices, requests, demands, consents and communications necessary or required under this Agreement shall be delivered by hand or sent by registered or certified mail, return receipt requested (or regular mail in the case of routine correspondence, including payments, remittance information or invoices), or by fax (receipt confirmed) or by electronic means (receipt confirmed) to the addresses set forth above or to such other address, facsimile number or email address as a party may specify to the other party by notice delivered in accordance with this Section 4.1. All such notices, requests, demands, consents and other communications shall be deemed to have been duly given or sent 2 days following the date on which mailed, or on the date on which delivered by hand or by fax or electronic transmission (receipt confirmed), as the case may be, and addressed as aforesaid.
- 4.2 **Successors and Assigns.** All covenants and agreements set forth in this Agreement and made by or on behalf of any of the parties hereto shall bind and inure to that benefit of the successors and assigns of such party, whether or not so expressed, except that
 - (a) Supplier may not assign or transfer any of their rights or obligations under this Agreement without the consent in

writing of WUGONA and (b) WUGONA shall be entitled to assign all or part of its rights and obligations under this Agreement to one or more its affiliates, provided, however, that WUGONA shall remain fully responsible for the performance of its obligations hereunder.

- 4.3 Counterparts. This Agreement may be executed and delivered (including, without limitation, by electronic (including so called “.pdf”) or facsimile transmission) in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 4.4 Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that each of the parties’ rights and privileges shall be enforceable to the fullest extent permitted by law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by law, the parties waive any provision of any law, statute, ordinance, rule or regulation which might render any provision hereof invalid, illegal or unenforceable.
- 4.5 Course of Dealing. No course of dealing and no delay on the part of any party hereto in exercising any right, power, or remedy conferred by this Agreement shall operate as a waiver thereof or otherwise prejudice such party’s rights, powers and remedies. The failure of any of the parties to this Agreement to require the performance of a term or obligation under this Agreement or the waiver by any of the parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of an subsequent breach hereunder. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 4.6 Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer on or give to any third party, other than the parties hereto and their permitted successors or assigns, any rights or remedies under or by reason of this Agreement.
- 4.7 Governing Law; Jurisdiction. This Agreement and all the transactions contemplated hereby, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort, or otherwise, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach

hereof, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of any state or federal courts sitting in the County of New York, (b) waives any objection which it may have at any time to the laying of venue of any action or proceeding brought in any such court, (c) waives any claim that such action or proceeding has been brought in an inconvenient forum, and (d) agrees that service of process or of any other papers on such party by registered mail at the address to which notices are required to be sent to such party under Section 3.2 shall be deemed good, proper and effective service on such party.

- 4.8 WAIVER OF JURY TRIAL. WUGONA AND SUPPLIER IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

WURTH GROUP OF NORTH AMERICA INC.

By: _____

Name: _____

Title: _____

SUPPLIER: _____

By: _____

Name: _____

Title: _____