

General Terms and Conditions

These General Terms and Conditions (“**GTCs**”) are by reference incorporated in any individual contract (“**Contract**”) entered into by and between Ibiden Co., Ltd. (“**Ibiden**”) and a counterparty (“**Counterparty**”). Ibiden and the Counterparty are sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

1. **Confidentiality.**

1.1 For the purpose of these GTCs, “**Confidential Information**” means any information disclosed by a Party (“**Discloser**”) to the other Party (“**Recipient**”) in connection with the Contract. Confidential Information does not include any information that: (i) is or becomes public knowledge through no wrongful act of the Recipient; (ii) is known to the Recipient prior to the disclosure; (iii) the Recipient rightfully received from a third party without any obligation of confidentiality; or (iv) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.

1.2 The Recipient will: (i) not disclose Confidential Information to any third party other than its own majority-owned subsidiaries that are bound to comply with the confidentiality obligations at least as restrictive as contained in this section without prior written consent of the Discloser; and (ii) use Confidential Information solely to carry out the obligations under the Contract. Notwithstanding the foregoing, the Recipient may disclose Confidential Information if required by a valid court or governmental order, or as otherwise required by law, provided that, to the extent permissible under applicable law, the Recipient gives the Discloser advance written notice so that the Discloser may seek a protective order and/or other appropriate remedy.

2. **Assignment.** Neither Party may, in whole or part, assign rights or duties under the Contract to any third party without the other Party’s prior written consent.

3. **Indemnification.** Each Party will indemnify and hold harmless the other Party from and against any and all claims, demands, damages, losses, liabilities and expenses including, without limitation, reasonable attorneys’ fees and expenses arising out of or in connection with its breach of the Contract.

4. **Termination.** Either party may terminate the Contract for material breach of the other Party. Such termination will be effective thirty (30) days after written notice to the other party if the cause remains uncured. Either party may terminate the Contract immediately upon written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, or files or is the subject of a petition in bankruptcy.

5. **Survival.** Notwithstanding the termination or expiration of the Contract, the terms of these GTCs, which by their nature should remain in effect beyond the termination or expiration of the Contract, will survive until fulfilled.

6. **Governing Law.** The Contract will be governed by and construed in accordance with the laws of Japan without regard to any conflict of law provisions. The provisions of the United Nations Conventions on

Contracts for International Sale of Goods will not apply to the Contract.

7. **Arbitration.** All disputes, controversies and/or differences arising out of or in connection with the Contract will be referred to and finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration will take place in Nagoya, Japan. The award of the arbitration will be final and binding on the parties. The English language will be used in the arbitral proceedings.
8. **Notice.** All notices regarding the Contract will be in writing addressed to the authorized representative(s) of the other Party. Such notices will be deemed given when received by the addressee or, if delivery is not accomplished by reason of any fault of the addressee, when tendered for delivery.
9. **Severability.** In the event any term or provision of the Contract proves to be invalid or unenforceable, that will not impair or invalidate any other terms or provisions of the Contract, and all other terms or provisions of the Contract will be in full force and effect.
10. **Waiver.** Neither Party's failure to enforce any term or provision of the Contract will in any way be construed as a waiver of any such term or provision, or prevent that Party thereafter from enforcing each and every other term or provision of the Contract.
11. **Modification.** These GTCs may not be varied, modified, altered or amended except in writing signed by the Parties. The terms and conditions of these GTCs will prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by the Counterparty.
12. **Order of Precedence.** If there is any conflict between the terms of these GTCs and any other individual terms and conditions that are by reference incorporated in the Contract ("***Individual TCs***"), the terms of Individual TCs will take precedence.