

CEVA's Supplier Compliance Covenants

The CEVA Group ("CEVA") seeks to partner with people and entities that share its mission, vision, and values and its commitment to compliance and integrity. CEVA therefore requires its key suppliers and vendors to execute this certification of CEVA's Compliance Covenants (these "Covenants"). The undersigned has been engaged to provide certain goods or services to CEVA or to act on behalf of CEVA. In conjunction with providing such goods or services (and to the fullest extent applicable, depending on the types of goods or services being provided) or acting on behalf of CEVA, the undersigned, acting on behalf of itself and its affiliates, subsidiaries, agents, subcontractors, representatives, and/or employees (collectively referred to herein as "Third Party") hereby certifies, represents, and warrants as follows:

1. Compliance with CEVA's Code of Business Conduct, Applicable Laws and Regulations

Third Party shall fully comply with [CEVA's Code of Business Conduct](#) while acting on behalf of CEVA, and all applicable laws and regulations of its respective territories and of any other jurisdiction where Third Party engages in business with or on behalf of CEVA.

2. Labor Laws and Human Trafficking

Without limiting the foregoing, Third Party shall not engage in child labor, forced labor, slavery, and human trafficking and shall fully comply with all applicable laws and regulations governing human rights; labor and collective bargaining; employment laws (including wage-and-hour and benefits laws); and those laws and regulations requiring the payment of any applicable duties and taxes. Third Party certifies that it does not engage in human trafficking or forced labor related activities.

3. Anti-Bribery and Anti-Corruption

Third Party shall fully comply with the United States Foreign Corrupt Practices Act, the UK Bribery Act, and the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and further shall comply with all other anti-bribery and anti-corruption laws applicable in the jurisdictions in which Third Party engages in business with or on behalf of CEVA. Third Party further certifies that it has implemented adequate procedures to so comply, including by doing its own due diligence on its affiliates, subsidiaries, agents, subcontractors, representatives, and employees who will work on behalf of CEVA and by communicating to them the requirements set out in these Covenants or comparable requirements and/or training.

Without prejudice to the generality of the foregoing, Third Party shall not:

- Engage in any form of bribery or corruption of Government Officials.
- Engage in any form of "commercial" or private sector bribery or corruption, including but not limited to, "kickbacks" to private, individuals to obtain or retain business.
- Accept any type of bribes or improper payments.
- Give, offer, or accept other forms of bribery, including improperly giving anything of value or making any facilitation payments.

CEVA's Supplier Compliance Covenants

For the purposes of this clause, "facilitation payments" means small payments made to individual government officials at any level to induce such official to do (or to do more quickly) routine governmental actions.

4. Relations with Government Officials

If the Third Party or any of its key employees providing services on behalf of CEVA is or becomes a Government Official, it shall inform CEVA's Compliance & Ethics Department and take such reasonable steps as CEVA's Compliance & Ethics Department may require. For the purposes of these Compliance Covenants, "Government Official" refers to:

- a) an official or employee of any Government (whether local regional or national) , or any agency , ministry or department of a Government (at any level);
- b) Any person acting in an official capacity for a Government regardless of rank or position
- c) Official or employee of a company wholly or partially controlled by a Government for example a state owned company
- d) A political party or any official of a political party
- e) A candidate for political office
- f) An officer or employee of a public international organization e.g. the World Bank
- g) Any member of a royal family
- h) A member of the military service.

5. Conflicts of Interest

If the Third Party or any of its key employees providing services on behalf of CEVA has or becomes aware of a Conflict of Interest with CEVA's business in relation to the services it is providing CEVA, it shall inform CEVA's Compliance & Ethics Department and take such reasonable steps as CEVA's Compliance & Ethics Department may require.

For the purpose of this clause, "Conflict of Interest" means any activity, relationship, or circumstance in which, Third Party or its employees own personal interests conflict, or even appear to conflict, with CEVA's interests and/or CEVA's customers' interests.

6. Trade Controls

Third Party agrees that while acting on behalf of CEVA, it shall perform all activities in strict compliance with all provisions of all trade, customs, import and export and sanctions and other related and similar laws, regulations, requirements and restrictions which are applicable under the laws of its respective territories and any other jurisdiction applicable to the business conducted by the third party on behalf of CEVA, by way of example and without limitation:

- Customs Regulations
 - Import clearance requirements
 - Import restrictions/Commodities prohibited entry
- Export control laws
 - Laws that govern dual-use goods

CEVA's Supplier Compliance Covenants

- Laws that govern the sale, transport, or transfer of arms, munitions, military or defense related articles
- Export clearance requirements
- U.S. Anti-Boycott laws
- Applicable trade sanctions and trade embargoes
- Prohibitions to deal with 'Denied' or 'Restricted' parties

Third party agrees to halt any activity that does not satisfy the requirements or violates these laws.

Third Party agrees that where the services it provides to CEVA includes arranging shipments for export or brokerage/customs clearance work it will conduct Restricted Party Screening (screening the parties to a transaction to determine whether a company has been sanctioned for making illegal shipments, violating regulations or performing illegal acts) before allowing departure of export shipments, or prior to conducting brokerage/clearance work for importations that did not originate at a CEVA office. In addition, Third Party acknowledges that CEVA's policy is that it does not engage in any activity involving Cuba, Iran, North Korea or Syria and Third Party will adhere to such policy when providing services on behalf of CEVA.

In the event of any suspected breach, non-compliance, or violation of any applicable export or import laws and/or regulations identified associated with CEVA business, Third Party shall notify CEVA as soon as possible, disclose all known details in connection with such matter to CEVA and provide all reasonable support to ensure that such non-compliance matter is satisfactorily resolved as promptly as possible.

7. U.S. Government Contracting

Third Party agrees that if it is performing United States government contracting work while acting on behalf of CEVA, it shall perform all activities in strict compliance with the provisions of United States government contracting regulations, including, without limitation, the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation (DFAR). Third Party agrees to adhere to the applicable FAR and DFAR mandatory flow-down clauses and additional flow-down clauses when applicable and, as necessary, to flow them down to any other parties Third Party has engaged to act on its or CEVA's behalf. Third Party further certifies that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any United States federal agency.

8. Antitrust and Competition Law

Third Party shall fully comply with [CEVA's Antitrust and Competition Law Policy](#) while acting on behalf of CEVA, and all laws and regulations of its respective territories and of any other jurisdiction where Third Party engages in business with or on behalf of CEVA.

CEVA's Supplier Compliance Covenants

9. Data Privacy

Third Party agrees that while acting on behalf of CEVA, it will comply with all applicable data privacy laws, and shall ensure that all Personal Data to which Third Party has access as a result of engaging in business with or on behalf of CEVA is kept confidential, is used only for the purposes defined by CEVA, is adequately protected and in particular that there are appropriate legal, organizational and technical measures in place to ensure such protection. Third Party will inform CEVA if it receives any enquiry regarding the personal data it manages in connection with its relationship with CEVA. Third party acknowledges the terms of CEVA's Third party Privacy Notice

10. Record Keeping

Third party agrees to retain all documents and records related, or pertaining, to services carried out on behalf, or in the name, of CEVA for a minimum term of six (6) years, unless local law requires a longer period. Third party shall keep all documents and records in a manner that ensures they are legible, readily identifiable, and retrievable.

Third party agrees to retain all documents and records subject to any legal or investigative proceedings, for which CEVA has provided written notice. All relevant documents and records shall be retained in a manner that ensures they are legible, readily identifiable, and retrievable until the third party receives written notification of the resolution of the legal or investigative proceedings. Upon such resolution, third party then agrees to apply the aforementioned six (6) year retention requirement to those documents and records.

At the expiration of the retention period, third party agrees to dispose of all documents and records related, or pertaining, to services carried out on behalf, or in the name, of CEVA in a manner that ensures the security of said documents and records is protected during the destruction process and that the documents and records are completely destroyed with no possibility of recovery or reconstruction.

Retention requirements contained in this section shall survive the termination, or dissolution, of any agreement or contractual relationship with CEVA.

11. Training and Associated Parties

Third Party agrees to provide appropriate training on the topics covered in these Covenants to all relevant personnel regarding the laws and regulations associated with the services provided on CEVA's behalf.

Third Party further agrees to ensure that any affiliates, subsidiaries, agents, subcontractors, representatives, and/or employees performing services on behalf of CEVA comply with the provisions of these Covenants.

CEVA's Supplier Compliance Covenants

12. Audit Rights

Subject to the audit provisions of any applicable agreement Third Party might have with CEVA, upon five days prior written notice and at a reasonable time and place, CEVA, or its designee, may audit all pertinent books and records of Third Party, related to the services provided to CEVA or on behalf of CEVA, necessary to evaluate and verify compliance with the requirements of these Covenants. Third Party agrees to cooperate with such audit and to provide such pertinent books and records as requested. Third party agrees to keep complete and accurate books and records in connection with all work on behalf of CEVA.

13. Reporting Violations

Third Party agrees to promptly notify CEVA's Global Compliance & Ethics Department, in the event of:

- Any material violation or, potential material violation of any law, violation of CEVA policy in connection with Third-Party's work for CEVA (including by CEVA personnel),
- any inquiry or investigation by a governmental authority that is associated with CEVA business and disclose
- all known details in connection with such matter, and/or
- any notice of potential litigation against CEVA or against third party in connection with CEVA transactions, by any party.

14. Assignment

Subject to the provisions of any applicable agreement Third Party might have with CEVA, in the event Third Party assigns, subcontracts, otherwise transfers any of its obligations under these Covenants to any other party, Third Party will remain primarily responsible and liable for the acts and omissions of such other party as if such acts or omissions had been performed by Third Party.

15. Certification, Notice, and Breach

Third Party agrees that breach of these Covenants may be considered a material breach of any agreement Third Party might have with CEVA, may be cause for immediate termination of such agreement, without further liability or obligation on the part of CEVA, and that CEVA may suspend payment and services related to any such breach.

16. Indemnification / Hold Harmless

Subject to any limitations of liability applicable to these Covenants in any agreement CEVA may have with the Third Party, the Third Party hereby agrees to indemnify and hold harmless CEVA Logistics and its directors, officers, and employees against all claims, damages, costs, expenses or liabilities arising out of or in connection with any breach of the provisions as set out in these Covenants (including reasonable attorney fees, investigative costs and disbursements if any).

CEVA's Supplier Compliance Covenants

17. Acknowledgement

DATED EFFECTIVE AS OF: _____

Name of Company / Third Party

Representative Name (Printed)

Representative Title

Representative Signature