1. Acknowledgement of Order
Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Innovates G.K. (インフィニオンテクノロジーズ・アイベリア合同会社) by 3-25-18, Shibuya, NBF Shibuya Garden Front, Shibuya-ku, 150-0002, Japan ("Infineon") within 3 (three) working days upon receipt of such purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection within the time period set forth above, the purchase order shall be deemed to be confirmed by Supplier ("Deemed Acknowledgement of Order"). Infineon shall have the right to cancel the purchase order within 5 (five) days upon the receipt of the purchase order by Supplier if Supplier fails to confirm or reject the purchase order within the time period set forth above. If Supplier neither confirms nor Deems Acknowledgment of Order shall constitute a final agreement by both parties to be bound by and comply with all terms and conditions set forth herein and on any annexes or additional documents.

2. If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon only in the extent the has accepted such Acknowledgement of Order in writing. Any general conditions of Supplier shall be binding on Infineon only insofar as they are consistent with Infineon's conditions or have been accepted by Infineon in writing. The acceptance of a purchase order by Supplier shall be confirmed by Infineon in writing.

3. Supplier shall be entitled to provide the quantities of goods and services ordered in accordance with Infineon's specifications and shall be granted to Infineon, if Supplier's delay is attributable to the Infineon provided item. Infineon shall not be bound to purchase any Infineon provided item if Infineon deems that the Infineon provided item is not suitable for the purpose or if Infineon deems that Infineon needs another Infineon provided item.

4. Intellectual Property Rights
Infineon Technologies Innovates G.K. (http://www.infineon.com/dbwi) shall provide Supplier with all information and instructions necessary to perform the Services. Supplier shall immediately inform Infineon of any significant deficiencies concerning the Services. Infineon reserves the ownership of any Infineon provided item. All Infineon provided items are subject to all applicable copyright and trademark laws in force. Supplier acknowledges and agrees that Supplier shall not claim any rights in the Services. Supplier shall comply with all Infineon security and access requirements and shall request written consent. Any such agreement shall be granted to Supplier, if Supplier's delay is attributable to the Infineon provided item. Supplier shall observe all applicable data protection laws and shall enable Infineon to obtain information and reports about Supplier's compliance with these requirements at no additional charge. In the event that Supplier fails to provide Infineon with the information and reports about Supplier's compliance with these requirements at no additional charge, Infineon may request from Supplier to stipulate a separate written agreement on the processing of personal data such as data protection laws.

5. Confidentiality
Supplier's technical and commercial confidential information shall be treated by Supplier as confidential and shall not be disclosed to any third party without Infineon’s prior written consent or as otherwise required by applicable law for performing the Services. Confidential Information shall include, but not be limited to, the Results developed by Supplier under this Agreement and the applicable professional standards currently recognized by such profession. Information and data together with the goods or services. This includes, e.g., without limitation, identification of applicable export control classification numbers, country of origin, and itemized values, on each invoice, especially in case of consigned documentation and data also other information and data related to the purchase order. In the event that Infineon is using an electronic invoicing system, Supplier is required to provide Infineon with information and reports demonstrating that Supplier is in compliance with these requirements before such access is being granted. Supplier shall ensure that all employees, agents, subcontractors or third parties involved in the performance of the Services are aware of and comply with the terms of this Section and Supplier shall have the right to prove that no damage or loss is caused by the delay.

6. Rights to the Results
Infineon shall require that the Supplier shall not be used for transferable, unexpired time unlimited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services. Supplier shall safeguard Infineon's ownership and/or license rights in the Results as per Section 6.1 to Infineon's employees, subcontractors and/or any other third party participating in performing the Services.

7. Confidentiality, Site-Security, Data Protection and IT-Security
Infineon reserves the ownership to any Infineon provided item. All Infineon provided items are subject to all applicable copyright and trademark laws in force. Supplier shall comply with all Infineon security and access requirements and shall request written consent. Supplier shall observe all applicable data protection laws and shall enable Infineon to obtain information and reports about Supplier's compliance with these requirements at no additional charge. In the event that Supplier fails to provide Infineon with the information and reports about Supplier's compliance with these requirements at no additional charge, Infineon may request from Supplier to stipulate a separate written agreement on the processing of personal data such as data protection laws.

8. Indemnification for Infringement of Proprietary Rights
Supplier guarantees that the Services and/or any Result (including its application by Infineon) do not infringe any third party intellectual property rights (including copyrights).

9. Remuneration, Invoicing and Payment Terms
Infineon Technologies Innovates G.K. (http://www.infineon.com/dbwi) shall provide Supplier with all information and instructions necessary to perform the Services. Should Supplier require additional information, Supplier shall inform Infineon immediately.

10. Export Control and Customs
Supplier shall inform Infineon before or upon delivery about export control classification numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation and data for all goods and services for which export control classification numbers are required. Supplier shall ensure that all its employees, agents, subcontractors or third parties involved in the performance of the Services are aware of and comply with the terms of this Section and Supplier shall have the right to prove that no damage or loss is caused by the delay.

11. Rights to the Results
Infineon Technologies Innovates G.K. (http://www.infineon.com/dbwi) shall provide Supplier with all information and instructions necessary to perform the Services. Should Supplier require additional information, Supplier shall inform Infineon immediately.

12. Supplier shall safeguard Infineon's ownership and/or license rights in the Results as per Section 6.1 to Infineon's employees, subcontractors and/or any other third party participating in performing the Services.

13. Confidentiality, Site-Security, Data Protection and IT-Security
Infineon reserves the ownership to any Infineon provided item. All Infineon provided items are subject to all applicable copyright and trademark laws in force. Supplier shall comply with all Infineon security and access requirements and shall request written consent. Supplier shall observe all applicable data protection laws and shall enable Infineon to obtain information and reports about Supplier's compliance with these requirements at no additional charge. In the event that Supplier fails to provide Infineon with the information and reports about Supplier's compliance with these requirements at no additional charge, Infineon may request from Supplier to stipulate a separate written agreement on the processing of personal data such as data protection laws.

14. Remuneration, Invoicing and Payment Terms
Supplier shall provide Infineon with a list of all taxes, customs duties or other charges levied against the prices or charges by governmental authorities unless otherwise specified in a purchase order. Infineon shall not be required to pay for travel and accommodation expenses to Supplier, unless otherwise agreed in writing. Supplier shall be responsible for all travel and accommodation expenses in connection with Infineon's or any Infineon branch's corporate travel guidelines. The invoices shall list travel/accommodation expenses separately and shall be detailed and itemizable.

15. Export Control and Customs
Supplier shall inform Infineon before or upon delivery about export control classification numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation and data for all goods and services for which export control classification numbers are required. Supplier shall ensure that all its employees, agents, subcontractors or third parties involved in the performance of the Services are aware of and comply with the terms of this Section and Supplier shall have the right to prove that no damage or loss is caused by the delay.

16. Rights to the Results
Supplier shall be entitled to provide the quantities of goods and services ordered in accordance with Infineon's specifications and shall be granted to Infineon, if Supplier's delay is attributable to the Infineon provided item. Infineon shall not be bound to purchase any Infineon provided item if Infineon deems that the Infineon provided item is not suitable for the purpose or if Infineon deems that Infineon needs another Infineon provided item.

17. Confidentiality
Supplier's technical and commercial confidential information shall be treated by Supplier as confidential and shall not be disclosed to any third party without Infineon’s prior written consent or as otherwise required by applicable law for performing the Services. Confidential Information shall include, but not be limited to, the Results developed by Supplier under this Agreement and the applicable professional standards currently recognized by such profession. Information and data together with the goods or services. This includes, e.g., without limitation, identification of applicable export control classification numbers, country of origin, and itemized values, on each invoice, especially in case of consigned documentation and data also other information and data related to the purchase order. In the event that Infineon is using an electronic invoicing system, Supplier is required to provide Infineon with information and reports demonstrating that Supplier is in compliance with these requirements before such access is being granted. Supplier shall ensure that all employees, agents, subcontractors or third parties involved in the performance of the Services are aware of and comply with the terms of this Section and Supplier shall have the right to prove that no damage or loss is caused by the delay.

18. Rights to the Results
Supplier shall inform Infineon before or upon delivery about export control classification numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation and data for all goods and services for which export control classification numbers are required. Supplier shall ensure that all its employees, agents, subcontractors or third parties involved in the performance of the Services are aware of and comply with the terms of this Section and Supplier shall have the right to prove that no damage or loss is caused by the delay.
entitled to deliver such products, unless Infineon expressly agreed to such deliveries in
advance.

10.4 In case the Services require the shipment of goods, the shipping-address is different to the
billing-address and the goods were shipped when billed, the cost of shipping to where the
relevant country, Supplier shall inform Infineon upon delivery accordingly and provide all
relevant shipping data, as in such case Infineon shall act as Exporter of Records (EOI) ac-
10.5 Unless the Incoterm DDAP is agreed, Infineon is responsible for the performance of the import
customs clearance. In such case, Infineon will not refund Supplier or Supplier’s expenses for
any customs duties or service fees when importing or exporting goods. In case the Incoterm
DDAP is agreed, Supplier is responsible for the export and the import customs clearance and
shall comply with all related costs.

10.6 In case the purchase order refers to the delivery of goods and services, the customs invoice
shall show the full value of the service or goods performed or to be performed. In the customs
invoice, the services and goods shall be described in detail, including the place of
performance.

11. Compliance with Laws; Corporate Social Responsibility; Audit
11.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of
origin, country of receipt, country of shipment, and in the Infineon-identified country of
destination, if provided) to the Services to be performed under the Agreement, including without
limitation, standards, rules, and regulations regarding labor standards, safety and health, and
protection of the environment. In addition, Supplier shall ensure that third parties according
to Section 11.4 comply with these laws, rules, and regulations.

11.2 Supplier shall ensure that:
   i) Supplier timely pays statutory minimum wages;
   ii) Supplier does not use any subcontractor that does not timely pay statutory minimum wages;
   iii) Neither Supplier nor its subcontractor uses a temporary employment agency that does not
       timely pay statutory minimum wages; and
   iv) Neither Supplier nor its subcontractor is excluded from public procurement procedures.

11.3 For any goods delivered by Supplier, Supplier shall comply with the currently applicable version of the Supplier Code of
Conduct of Infineon available on Infineon’s website through the following link: www.infineon.com/Procurement. Infineon will notify Supplier in written or electronic form (e.g.
through a web tool) of any update to Supplier Code of Conduct. Such update shall be deemed to have been agreed by Supplier unless Supplier sends the objection to
Infineon within 15 (fifteen) working days upon its receipt. Supplier shall respect the principles
of the UN Global Compact.

11.4 Infineon and/or any third party authorized by Infineon may be entitled to conduct audits at
Supplier’s premises and production sites in order to verify Supplier’s compliance with the
requirements according to this Section 11.

11.5 In addition to Section 11.4 Supplier shall support any review, audit or investigation duly
requested by the European Commission, European Court of Auditors and/or the European
Anti-Fraud Office.

12. Termination of Agreement
12.1 Infineon may, in its sole discretion, terminate each contract at any time in whole or in part upon
at least 5 (five) days prior notice to Supplier, even if the purchase order specifies a certain
term.

12.2 Infineon may renounce only those efforts of Supplier that were made until the termination
becomes effective.

12.3 In addition to all of the other rights which Infineon may have to cancel the purchase order, Infineon shall have the further right, without assignation any reason therefore, to terminate any
work hereunder, in whole or in part, at any time. Infineon will not be liable to Supplier for any
costs for completed items, items in process or materials acquired or contracted for, if such
costs were incurred more than the permitted number of days prior to the delivery dates as
stated on the face of the purchase order or, if none is stated, thirty (30) days. If Infineon cancels
the purchase order within such time as specified on the face of the purchase order or, if none is
stated, thirty (30) days, and if the parties cannot agree within a reasonable time upon the
amount of fair compensation to Supplier for such termination:
   i) Infineon will pay the price for all items reasonably completed in accordance with
the purchase order and not previously paid for unless said item(s) is part of Supplier's
standard commercial items; and
   ii) Infineon will pay a fair and proper proportion of the price for items in process and for
all materials acquired or contracted for in anticipation within the time specified on the
face of the purchase order for the purpose of fulfilling the purchase order which Supplier
is unable to cancel, return or otherwise use in Supplier's operations.

Should Infineon so desire, cancellation charges shall be subject to Infineon's audit at Infineon's
expense.

12.4 Infineon’s ability to terminate the purchase order for cause shall be immediate and without prior
written notice, in the event of any of the following by Supplier:
   i) a breach of any covenant, representation or warranty hereunder;
   ii) in the event of (a) any change in the active management or ownership of Supplier or (b) the
sale, transfer or other disposition of all or substantially all of the assets of Supplier or any
affiliation, division or unit of Supplier, either of which Infineon, in its sole discretion, believes may have an adverse effect on Supplier’s ability to fulfill its
obligations under the purchase order;
   iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the appointment
of a receiver or trustee or the sale, transfer or other disposition of all or substantially
all of the assets of Supplier or any affiliate, division or unit of Supplier, either of which
Infineon, in its sole discretion, believes may have an adverse effect on Supplier’s ability to fulfill its obligations under the purchase order;

13. Indemnity
13.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands,
expenses and liabilities whatsoever which Infineon may incur whether directly, or as a result of:
   i) personal injury or death of any person or in respect of any loss or destruction or
damage to property arising out of or in connection with a damage or accident whether
or not such damage or accident was solely caused by the Services or achieved results
on Services or if Supplier has contributed thereto, as long as the damage or accident was not caused
solely by Infineon;
   ii) any action, claim or demand of any third party by reason of any breach by Supplier of
the Agreement or of any terms or obligations of any applicable law or regulation or
contractual provision on the part of Supplier relevant to the purchase order or to the
Services and/or
   iii) any breach of any applicable laws in the performance of the purchase order.

14. Withholding Tax
14.1 Infineon shall be entitled to deduct any tax on or withheld from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax with
held shall be paid to the tax authorities by Infineon on Supplier’s behalf and the relevant
tax receipts issued by the tax authorities shall be returned by Infineon to Supplier in due course.

15. Venue, Applicable Law
15.1 The Agreement shall be governed by and construed in accordance with the law in force in
Japan without reference to its conflict of law provisions. The application of the United Nations

15.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with
the Agreement shall be in the Tokyo District Court, Japan. However, nothing in the Agreement
shall preclude either Party from seeking interim measures of protection in any court of
competent jurisdiction.

16. Miscellaneous
16.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder
without the prior written consent of Infineon.

16.2 Supplier understands that Infineon relies on the uninterrupted availability of the Service and
the immediate delivery of Results, reports or information. Therefore, Supplier may only
exercise any right of retention, if and to the extent its counterclaims are not disputed by Infineon or are finally awarded by a court of
competent jurisdiction, and
i) Supplier has notified such retention in writing at least ten days in advance.

Additionally, Supplier may exercise any rights or remedies it may have in connection with or as
a result of any dispute with Infineon only in relation to such individual Service, which gives
cause to any such dispute.

16.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and
prevent Infineon from rights and remedies granted under the Agreement or governing law.

16.4 Supplier shall not make any public announcement, press release, industry trade magazine,
announcement or other form of communication to the press regarding the collaboration
which has already been provided by Supplier in order to continue the work, in return
for the immediate delivery of Results, reports or information. Therefore, Supplier may only
exercise any right of retention, if and to the extent

16.5 The provisions of the Agreement may not be modified, amended, nor waived, except by a
written instrument duly executed by the parties. The requirement of written form itself can only be
waived by mutual written agreement.

16.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement
should be completely or partially invalid or unenforceable. In this case, the parties shall agree
on a provision that meets the economical intention of the invalid or unenforceable provision.

16.7 The Agreement constitutes the entire agreement between the parties hereto with respect to the
subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject
matter hereof.

Version: Aug 22
Infineon Technologies Innovates G.K. (インフィニオンテクノロジーズイノベイツ合同会社)