

The Standard Terms of Purchase of <i>UNITED MONOLITHIC SEMICONDUCTORS SAS</i>

Drafted in June 2017

1. SCOPE

1.1 The present Standard Terms of Purchase apply to all orders (hereinafter called "**Orders**") placed by United Monolithic Semiconductors SAS (hereinafter called "**UMS**" or the "**Client**"), in particular for the purchase of goods (hereinafter called the "**Products**") and/or for the provision of services (hereinafter called the "**Services**"). The term "**Supplies**" refers both to "Products" and "Services."

The Supplier is notified about the present Standard Terms of Purchase via UMS' website on <https://www.ums-rf.com/legal-information.php>. They shall apply to all the Orders placed by UMS upon receipt by the Supplier. In case of disagreement, the Supplier shall express such disagreement in writing within seven (7) days so the terms thereof can be negotiated with UMS. Otherwise, after this deadline, the Standard Terms of Purchase shall be considered as fully accepted by the Supplier which shall waive the application of its own Terms and Conditions of Sales. Should the Supplier express any reservations within this period of seven (7) days, the Parties shall negotiate the possibility to amend the Standard Terms of Purchase.

1.2 All the Orders are governed by the present Standard Terms of Purchase, completed by the particular conditions mentioned in the Order and by all other documents to which the Order expressly refers (RFQ documents, offer, specifications...). Unless otherwise agreed in writing by both parties, in case of contradiction between the different contractual documents, the order of priority shall be as follows:

1. The Order which specifies the special conditions such as Supply, delivery dates and conditions, Incoterm, financial terms (prices, currency, scheduling, etc.), export constraints; this list is not restrictive;
2. If applicable, other contractual documents signed by the Parties;
3. The present Standard Terms of Purchase;
4. The other documents to which the order expressly refers

1.3 The Orders, Standard Terms of Purchase, and other contractual documents constitute the entire agreements between UMS and the Supplier. Unless otherwise stipulated, previous express or implicit agreements made verbally or in writing are null and void and not binding on either of the Parties.

1.4 The present Standard Terms of Purchase may only be modified with the Client and Supplier's prior written agreement, and shall apply both to open orders and firm orders as defined in Paragraph 2.

2. FIRM ORDER AND OPEN ORDER

2.1 Every purchase shall be subject to an Order issued by the Client. Unless otherwise agreed upon by the Parties, no Or-

der shall be executed by a Supplier without having been duly accepted in accordance with the following provisions.

2.2 The Supplier shall indicate its Order acceptance to the Client in writing, no matter the form, within seven (7) calendar days starting from the date indicated on the Order.

2.3 By accepting an Order, the Supplier acknowledges having received all of the information required to fulfil it. The Supplier must request any additional information which he considers necessary.

2.4 The Client must give its prior written agreement for changes (even minor) to be made to an Order.

2.5 Special case – Open order

An open Order (hereinafter called "Open Order(s)") shall be placed for certain Supplies, subject to Call Offs which shall "strengthen" the forecast and gradually transform it to a Firm Order.

2.6 Unless otherwise stipulated, any quantities indicated on an Open Order shall only have a predictive value enabling the Supplier to anticipate and plan its production according to the Client's needs. These quantities shall not constitute a firm commitment on the part of the Client until the Call Offs.

2.7 The final delivery dates and quantities for an Open Order shall become firm commitments after the Call Offs.

3. PACKAGING AND SHIPPING DOCUMENTS

3.1 Packaging must conform to the specifications set out in the Order and to industry standards and practices.

3.2 In addition to the information required pursuant to applicable regulations, the following information must be clearly affixed to the outside of each packaging:

- A description of the Supplies;
- The quantity of Supplies delivered or the gross or net weight;
- The serial number, date and/or batch number of the Supplies delivered;
- The place of delivery indicated in the Order;
- Storage conditions;
- And any other information required according to the Order.

3.3 The Supplier must issue a delivery note with each shipment which indicates the packing list and type of packaging as well as information included on the Order that can be used to identify the Supplies and to check the quality and quantity.

4. DELIVERY, FULFILMENT, DELAYS

4.1 Unless otherwise stipulated, delivery times shall be set in the Order. Delivery and/or fulfilment times are mandatory and constitute an essential element of the Order. The Supplier must notify the Client as soon as he is aware of any incident that might cause a delay.

4.2 Without prejudice to the Client's right to cancel an Order, and to claim damages if applicable, the Supplier shall automatically and with prior notice, pay a late-performance penalty amounting to 0.3% of the price of the delayed Supply per calendar day of lateness, capped at 15% of the price of the delayed Supply.

The amount of this penalty may be deducted from the amounts payable by UMS to the Supplier, subject to prior notice.

4.3 For any delay in excess of one month, unless the delay is directly attributable to the Client or a case of force majeure, the Client reserves the right to cancel the Order in accordance with Article 14 below.

4.4 No anticipated delivery of the Supplies will be accepted without the Client's prior written authorisation.

4.5 The Supplier undertakes to promptly inform the Client about any event that might cause a delay in delivery, and to take all the necessary actions in order to avoid or limit the delay.

5. ACCEPTANCE

5.1 If the Supplies do not meet the conditions of the Order, the Client is entitled to refuse to take delivery of the Products or Services in writing, indicating the reasons for the refusal.

No payment shall be due by the Client to the Supplier for any Supplies rejected or not accepted within reasonable periods of quality and quantity control of the Products.

5.2 Within seven (7) days, starting from the date on which the Client gives notice of its refusal, the Supplier may acknowledge the non conformity and propose some corrective measures.

Beyond this deadline and in the absence of first corrective measures accepted by the Client, the Product whose delivery has been rejected must be taken back by the Supplier at his own expenses and risks within the next seven (7) days.

5.3 The Client may check the progress of an Order prior to accepting the Supplies, knowing that this option does not reduce the guarantees given by the Supplier.

Unless otherwise agreed upon by the Parties, a Service shall always be accepted once the Service ordered has been completed on the date stipulated in the Order.

6. PRICE, INVOICING AND PAYMENT TERMS

6.1 The prices of the Supplies shall be fixed in the Order. They shall be firm, fixed and non-revisable, and cover the Products delivered at the specified place of delivery, carriage and packaging paid and net of all duties and taxes. They shall also cover all of the Supplier's costs, disbursements, expenses, charges, duties and/or obligations (DDP to the place indicated in the Order – International Chamber of Commerce (ICC) Incoterms 2010).

6.2 Invoices shall be issued by the Supplier in duplicate and sent to the Accounts payable Department at the address indicated in the Order.

The invoices must contain the following information: Order references, Order line number, full description, number of items ordered and delivered, serial number, currency as indicated in the Order, the country of origin and the customs code, where applicable, the delivery note dates and the broken-down price of each Supply. Furthermore, the invoices must include the payment deadline and the rate of late-payment penalties.

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Payments shall be made forty-five (45) days at the end of the month, except payments for transport-related orders in the sense of Article L441-6 of the Commercial Code which shall be made after thirty (30) days.

In case of late payment, late-payment penalties shall be calculated in accordance with the applicable laws, at the European Central Bank's six-monthly key interest rate (refinancing rate or Refi) applicable on 1st January or 1st July, plus 10 points for the penalties payable as of 1 July 2016, plus a compensation package for recovery costs equal to forty (40) euros or its amount possibly updated for the following years, pursuant to Article L441-6 of the Commercial Code.

The payment term shall start from the date of the invoice which must be issued once the sale is made or the services are provided (the date of issue of the invoice shall not be earlier than the date of product delivery service provision, in accordance with the specifications of the Order).

6.3 In case of non-respect of the Order specifications, the Client may suspend the payment of any incorrect or incomplete invoice. In such a case, the invoice may be returned to the Supplier, indicating the non-conformities.

The Supplier shall then issue a new invoice; the payment deadline shall start on the date of issuance of this new invoice.

7. GUARANTEE

7.1 The Supplier shall guarantee that the Supplies meet the Order specifications and conditions.

7.2 Order acceptance by the Supplier implies a contractual guarantee applicable to any partially or completely faulty Supply. The contractual guarantee period shall be eighteen (18) months, starting from the delivery date. The contractual guarantee shall consist, depending on the Client's choice, of replacement or repair free of charge of the Supplies (parts and labour). The Supplier shall bear all of the inherent costs as well as the related (return) transport costs. The Supplier undertakes to replace or repair the Supply immediately once the fault is reported. Should the Supplier fail to meet its obligations in this respect, the Client reserves the right to be reimbursed or to be compensated according to the harm suffered. The Client may also ask for the fulfilment of its guarantee obligations or have said obligation fulfilled by a third party at the Supplier's expenses and risks.

7.3 The above-mentioned guarantees shall again apply to any Supply repaired or replaced for a period of twelve (12) months.

7.4 The Supplier shall remain responsible for any prejudice suffered by the Client and/or its customers in connection with the faulty Supply.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The results of the provision of all types of Services, including studies, related to the execution of an Order and whether or not protectable under intellectual property rights, shall be, in the course of the execution of Services, the exclusive property

of the Client, to whom the Supplier undertakes to deliver them.

8.2 Therefore, if the results include some copyrights, the Supplier shall definitively assign exclusively to the Clients all of the copyrights attached to said results, for the statutory term of copyright protection and for the whole world. These rights include the rights of reproduction, representation, modification, adaptation, translation and marketing in any form, in whole or part, by any means and on all known or future media.

8.3 The Supplier shall transfer to the Client every right to patent the inventions it may generate while providing the Services and for which it was supported by the Client. To this end, the Supplier undertakes to give the Client, and if necessary to have its employees give, all the powers necessary, both in France and abroad, for the deposit of all industrial property titles of any sort, on the Services, that the Client might wish to file.

In return, the Client may grant the Supplier a non-exclusive licence for said patents, for use in other fields than that of UMS, as defined in its corporate purpose.

8.4 The Supplier undertakes not to enforce its intellectual property rights against the Client if such rights are needed to exploit the Supplies concerned by the Order.

8.5 The Supplier undertakes to refrain from using the intellectual property rights of a third party to fulfil the Order without the prior authorisation of that third party. The duties or royalties that could be payable for such use shall be borne exclusively by the Supplier.

8.6 The Supplier fully guarantees the Client against any claim made against the Client anywhere whatsoever by a third party or third parties in connection with an infringement of intellectual property rights resulting from the Supplies concerned by the Order and/or from their operation/use. The Client shall notify the Supplier immediately of any claim of this kind. In the event of contentious claim, whether founded or not, the Supplier undertakes, under the above guarantee and at the choice of the Client, to either collaborate with and actively assist the Client during the proceedings, or to voluntarily intervene without delay in the proceedings and take over the conduct of the case. In case of out-of-court claim, whether founded or not, the Supplier undertakes to take the necessary measures to settle the conflict with a third party, while keeping the Client informed.

8.7 Should the Client be obliged to stop using all or part of the Supply due to cessation of manufacture or for any other reason of obsolescence and without prejudice to the right of the Client to cancel the Order, the Supplier undertakes to immediately implement one of the following solutions, in every case at its own expense:

- Either obtain for the Client the right to freely use the Supply,
- Or replace or modify it so that the rights of use can no longer be disputed.

The Supplier undertakes to take back at its sole expense any infringing Supply or Supplies that has/have already been delivered. In all cases, the aforementioned changes and/or replacements must be

made in accordance with the contractual Order documents.

In the context of the above claims, all sums/expenses that might have to be borne by the Client on any basis whatsoever, including in respect of costs, fees and damages shall be fully reimbursed to the Client by the Supplier at its first request and without delay.

8.8 The price detailed in the Order includes the price of the assignment of the rights mentioned in Article 8.1 and in particular all other undertakings made by the Supplier under this Article 8 including that relating to non-opposition in the sense of Article 8.4.

9. CONFIDENTIALITY – ADVERTISING

9.1 During the fulfilment of an Order and for a period of five (5) years after the Order has been completed or cancelled, the Supplier undertakes, unless expressly authorised by the Client, to refrain from communicating to any person other than those who participated to the execution of the Order, specifications, plans and other written and/or verbal information collected in any form and/or in any medium in connection with the fulfilment of the Order and identified as confidential information. The Supplier undertakes to take all the necessary steps towards its staff and the individuals and/or companies with whom he is in contact to ensure strict compliance with the above prohibition.

9.2 The Order, its purpose and conditions shall be considered by the Supplier as the Client's confidential information.

9.3 Under no circumstances may the terms of the present Order or the existence thereof be subject direct or indirect advertisement without the Client's prior written authorisation.

10. TRANSFER OF OWNERSHIP AND RISKS

Ownership of the Products and the associated risks shall be transferred upon their delivery.

11. FORCE MAJEURE

11.1 The Supplier must inform the Client, in writing, with supporting documents, about any event of force majeure that makes the execution of the Order impossible within five (5) business days from the date of the occurrence, specifying its foreseeable duration.

11.2 Circumstances which shall not be considered as cases of force majeure include social conflicts (excluding general strikes), and raw material price increases.

11.3 Should some or all of the Supplies be delayed due to a force majeure event lasting for more than thirty (30) days, the Client may cancel the Order, by registered letter with acknowledgment of receipt.

12. LIABILITIES PERTAINING TO THE PRODUCT AND THE SUPPLIER'S SERVICE

The Supplier is liable for all physical injury, material and/or consequential damage caused to the Client or third parties and which would be attributable to the Supplier or its representatives, officials,

subcontractors, suppliers and/or service providers.

13. INSURANCE

13.1 Without howsoever limiting the Supplier's liability hereunder, the Supplier shall take out and/or renew insurance policies with reputable insurers that provide appropriate coverage and for appropriate sums, to cover the risks incurred for the duration thereof. He shall guarantee, without limitation, the damage suffered by its property, officials as well as the damage caused to the Client and third parties under its responsibility within the framework of its Supply. The Supplier undertakes, in particular, that its insurance policy shall cover its third-party liability before delivery, third-party liability after delivery, professional liability, product liability and any other liability pertaining to the particular sector concerned (aerospace, automobile, etc.).

13.2 The Supplier shall, before the Order takes effect and every year thereafter, produce all certificates of insurance prepared and signed by its insurers in relation to all of the insurance policies taken out, certifying the existence, validity and adequacy of the cover taken out for the relevant risks.

13.3 The Supplier shall inform the Client about any change likely to alter the scope of the insurance coverage that might apply to the Order and any amendment thereto.

13.4 The Supplier undertakes to fulfil all of its obligations towards the insurer to ensure that the insurance cover remains in effect and continues to apply. In particular, the Supplier shall provide its insurers with specific and complete information on its business and pay the relevant premiums.

14. TERMINATION

14.1 Without prejudice to the damages he may claim, the Client may cancel all or part of an Order by registered letter with acknowledgment of receipt, should the Supplier fail to fulfil all or part of any of his obligations in connection with the Order, if a formal notice sent by registered letter with acknowledgment of receipt remains without effect for thirty (30) days from the date of receipt thereof, which may be extended by joint agreement.

14.2 Should the Order be cancelled in accordance with Article 14.1 above, the Supplier undertakes at the Client's request to transfer to the latter the remaining stock of raw materials and/or finished or semi-finished Products and/or the back-up stock it uses to fulfil the Order and which he has in its possession on the cancellation date, and/or the studies in progress.

14.3 Should the contract be terminated by its customer, the Client may cancel all or part of the Order at any time, by notifying the Supplier about its decision one (1) month in advance by mail with recorded delivery.

The parties shall meet to evaluate the consequences of this termination for the Supplier.

15. EXPORT CONTROLS

15.1 The Supplier undertakes to comply with the applicable export control regulations and to ensure that all of the export control classification information relating to the Supplies is complete and accurate.

15.2 The Supplier shall inform the Client, using the standard control form, whether or not all or parts of the Supplies are subject to any export control regulation, before each Order enters into force.

15.3 At the Client's request, the Supplier undertakes to obtain, prior to each delivery, all the authorisations and permits needed to export or re-export the Supplies within the specified delivery times. Otherwise, the Supplier shall inform the Client in writing about all the difficulties encountered. In that case, UMS reserves the right to cancel without compensation all or part of the order.

15.4 The Supplier undertakes to inform the Client, once the information is available, about all the terms and limitations of authorisations which may have an impact on the Client's right to use, transfer or export the Supplies. The Supplier shall also ensure that such limitations are clearly indicated on the delivery documents.

15.5 In case of change of authorisation or classification scheme after the Order becomes effective and affecting the Client's right to use, transfer or export the Supplies, the Supplier undertakes to provide, as soon as it is available, all the information needed to evaluate the new use and restrictions on re-exportation. The parties undertake to open negotiations in order to decide the consequences of these changes on the Order.

15.6 The Supplier undertakes to transfer all these obligations to its own subcontractors and Suppliers.

16. RESPECTING THE PROVISIONS ON ENVIRONMENT AND THE PREVENTION OF HEALTH AND SAFETY RISKS

16.1 The Supply must be compliant with international, European, national and local regulations, and with hygiene, safety and environmental standards in particular (although non-exhaustive) pertaining to dangerous substances and preparations (REACH, RoHS, asbestos, etc.) including the transport of hazardous substances, waste, packages, consumption of energy and natural resources, carbon footprint, noise, electrical protection, fire, electromagnetic/ionizing/optical radiation, vibrations, conflict minerals, of all regulations on the safety of persons and any other nuisance. The same applies to the operation of the Supplier's business.

16.2 The Supplier undertakes to inform the client about any breach of the aforementioned regulations and shall compensate the Client for any consequence of a breach by the Supplier of the obligation set forth in this clause. The specific recommendations/instructions relating to any such non-compliance shall be provided to the Client to ensure the safe use and disposal of the Supply throughout its life cycle, including end of life.

16.3 If the Supplier is located outside the European Union (EU), in case of delivery inside the EU, it must ensure that its Supply complies with these rules and directives, and produce the required accompanying documents, unless otherwise specified by the Client.

16.4 The Supplier undertakes to transfer the above obligations to its own suppliers and subcontractors.

17. RESPECT FOR SOCIAL RIGHTS

17.1 In all cases, the Supplier undertakes not to offer for sale products that could have been manufactured in breach of the prohibition on illegal labour, child labour or the International Labour Standards defined by the International Labour Organization.

17.2 Pursuant to French law, the Supplier formally declares that he has not engaged in the offences of illegal labour, bargaining, the illegal supply of workers, the employment of a foreigner who does not have a work permit, human slavery or the trafficking of foreign workers.

17.3 The Supplier shall supervise, train, manage and remunerate all of the staff assigned to fulfil an Order under the responsibility of the Supplier. However, members of the Supplier's staff working on the Client's premises must abide by the internal rules and regulations (except the provisions applicable to the type and scale of sanctions) and the safety and control rules and regulations in force on Client's relevant premises.

17.4 The Supplier to whom the UMS ethical code is communicated undertakes, in particular, to ensure the respect of the commitments contained therein.

17.5 The Supplier undertakes in particular to provide his own employees with a safe and healthy working environment, with regard in particular to the statutory and regulatory standards in force with respect to health and safety and non-discrimination.

17.6 The Suppliers themselves, as well as their suppliers and subcontractors, shall be bound by all these obligations. The Client reserves the right to make an audit, if necessary.

17.7 The Supplier shall be fully liable for all the consequences of its breach of the foregoing provisions, and it shall pay all of the compensation and other expenses incurred by the Client in this respect.

18. OBSOLESCENCE

Obsolescence refers to the Supplier's inability to deliver the Supply which may be due to:

- technological ageing,
- a stoppage of the manufacture/sale of a Product or its components for economic reasons for example production-cost-related,
- changes in security rules, for instance prohibition and limitation of certain substances considered as hazardous, (hereinafter called "Obsolescence").

To anticipate interruptions in the supply of Products, the Supplier shall continuously monitor, at his expenses, the technological and regulatory developments in order to cope with obsolescences.

He shall take all the necessary preventive measures to respect the delivery deadlines of the Client's Orders.

The Supplier shall not fail to honour its Orders on grounds of obsolescence. If it becomes unavoidable to stop manufacture, the Supplier must propose a "Last Buy Order" to enable the Client create a stock

according to the conditions and quantities to be negotiated based on the existing commercial terms.

19. ASSIGNMENT - SUBCONTRACTS

The Supplier undertakes to refrain from assigning, transferring or subcontracting some or all of the rights and obligations arising from the Order to a third party without the Client's prior written agreement, except the assignment of trade receivables.

20. JURISDICTION – GOVERNING LAW

20.1 The present Standard Terms of Purchase shall be subject to French law.

20.2 Disputes, disagreements or claims arising in connection with an Order and/or the Standard Terms of Purchase shall be subject to mediation in accordance with the regulations of the Centre de Médiation et d'Arbitrage (Mediation and Arbitration Centre or CMAP) in Paris. The Parties agree to abide by these regulations and, should the mediation process fail within two months (unless such period is extended by joint agreement between the Parties) of occurrence of the dispute, disagreement or claim, the matter shall be referred to the Paris Commercial Court.

21. OTHER PROVISIONS

21.1 Duty to provide advice: The Supplier shall provide the Client with all the information and advice needed to use the Supplies concerned by the Order. It shall ensure that the related specifications are sufficient and relevant and inform the Client should any of the specifications not comply with applicable regulations.

21.2 Autonomy: Should any provision of the Order become invalid or inapplicable for whatever reason, the other provisions shall not be affected by this invalid or inapplicable provision. In such case, the Parties undertake to renegotiate the said invalid or inapplicable provision so as to recreate a provision that reflects the Parties' original intention as accurately as possible and complies with applicable legislation.

21.3 Waiver: Should either Party fail to apply any provision of the Order, or to request for the application thereof by the other Party at a given time, this should neither be construed as a waiver of said provision or of any other provision of the Order, nor affect the validity of the Order or the right for each Party to subsequently ask for the application of the said provision or the Order itself.