

Qualcomm Global Trading Pte. Ltd.
Standard Purchase Order Terms and Conditions

1. AGREEMENT. These Standard Purchase Order Terms and Conditions shall apply to any Purchase Order (a “P.O.”) issued to you (“Seller”) by Qualcomm Global Trading, Pte. Ltd., hereinafter referred to as “Buyer” as of the Effective Date. Unless otherwise provided in a written agreement executed by Seller and Buyer, each P.O. accepted by Seller, together with all documents expressly referenced in such P.O., and these Terms and Conditions, shall constitute the entire agreement (the “Agreement”) between Buyer and Seller with respect to the purchase, sale and delivery of the products described in such P.O. (the “Products”) and the performance of any work described in the P.O. and shall supersede all prior agreements, understandings and representations between Seller and Buyer with respect thereto. Buyer may exercise any of its rights or obligations under this Agreement through an affiliate. Buyer and Seller are individually referred to as a “Party” and collectively as the “Parties”.

Any additional or different terms stated by Seller in any proposal, quotation, confirmation, acknowledgment, invoice, or otherwise shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any term expressed in the Agreement. Buyer expressly disclaims any other new or supplemental terms and conditions.

2. DELIVERY. Unless otherwise expressly specified in the P.O., all deliveries of Products shall be made to the following destination points: (a) FCA Seller’s dock for domestic shipments, (b) FCA international airport at origin for international shipments, (c) domestic shipments in China (within the same province) shall be made FCA bonded logistics park (the “BLP”), and (d) domestic shipments in China (outside the Seller’s province) shall be made FCA Hong Kong International Airport. Seller shall deliver the Products and/or complete the work specified in the P.O. on or before the applicable due date (the “Due Date”) indicated in the P.O.; provided, however, that Buyer, in its sole discretion, may refuse to accept Products delivered more than three (3) days prior to such Due Date. Time is of the essence in the performance of Seller’s obligations under the Agreement.

3. TITLE AND RISK OF LOSS. Seller warrants that it has good and clear title, free from any security interest, lien, or other encumbrance, to all Products delivered to Buyer. Title and risk of loss or damage to the Products shall pass to Buyer upon delivery to the destination point as stated in Section 2 above, subject to Buyer’s right to reject non-conforming Products. Notwithstanding the foregoing, risk of loss of any non-conforming Products shall remain with Seller unless and until Buyer finally accepts such Products.

4. INSPECTION; ACCEPTANCE. Buyer shall accept or reject shipments from Seller within sixty (60) days from the Due Date. If defective Products are rejected by Buyer, then Seller shall issue a return material authorization (RMA) number for their return. Rejected shipments shall be the property of Seller at the original place of delivery, and Seller shall use its designated freight forwarder to pick up the rejected shipment. In no event may Seller sell, loan or otherwise make available the Products, whether conforming or non-conforming, to any party other than Buyer without Buyer’s prior written approval.

5. PRICE, PAYMENT AND TAXES. Seller shall be paid net sixty (60) days after Buyer’s receipt of invoice. All amounts payable under this Agreement (e.g., proposals, quotations, changes, invoices) shall be stated and paid in US dollars. Prices do not include goods and services taxes, value-added tax (VAT) sales, use, excise or similar taxes, duties, or other charges. To the extent such taxes or other charges are required by law to be collected by Seller, such taxes shall be separately itemized on the invoices to which they apply.

Each Party shall bear and pay all taxes required to be paid by such Party under applicable law, including those imposed by its own

national government and any political subdivision thereof, as the result of the existence of the Agreement or the exercise of rights hereunder.

Notwithstanding the foregoing, however, if any Party (the “Payer”) is required under applicable law (including by its national government or any political subdivision thereof) to pay any withholding or other tax in respect of any of the payments and/or royalties made by it to the other Party under this Agreement, then

Payer shall pay such tax on behalf of said other Party and may deduct such tax from said payments and/or royalties otherwise due and shall furnish said other party, within a reasonable time after its receipt of any tax certificates from the applicable government entity, such certificates and other evidence of deduction and payment thereof as the other Party may properly and reasonably require.

Each Party shall provide each other with reasonable assistance in seeking all exemptions, rebates, and similar reimbursements related to such tax if and as may be reasonably requested by the other Party.

Buyer shall have no obligation to pay for any Products that are rejected or as to which acceptance is revoked in accordance with Section 4 above.

6. WARRANTIES. Seller warrants to Buyer that at the time of delivery of Products to Buyer and for a period of three (3) years following such date, all Products delivered to Buyer under this Agreement (a) shall be manufactured in a professional and workmanship like manner, (b) shall be free, and shall remain free, from any defects in workmanship and materials (except for any materials supplied by Buyer), (c) shall fully conform in all respects to Buyer’s specifications, and (d) shall contain all new materials. Seller shall use best efforts to mitigate any impact on Buyer due to its breach of the above warranties. With respect to any Products which fail to meet the warranty in this Section, Seller shall, at Buyer’s option and Seller’s sole expense, (i) re-perform any non-conforming service of the Products, (ii) replace the non-conforming or defective Products with conforming and non-defective Products as soon as reasonably possible, or (iii) promptly refund to Buyer the purchase price paid therefore, including the cost of any Buyer-consigned materials incorporated in the Products.

7. INFRINGEMENT. In addition to the warranties set forth in Section 6 above, Seller warrants that all Products delivered and work performed shall be free of any claim that such Products or work infringes any patent, copyright, trade secret, or other intellectual property right of any third party, except insofar as such claims are based solely on Seller’s specific compliance with Buyer’s written design specifications for such Products or work with which Seller could not comply in a non-infringing manner.

Seller shall indemnify, defend and hold Buyer and its customers harmless against any losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees), arising out of or resulting from any claim alleging facts that, if true, would constitute a breach of the warranty stated in this Section 7. Buyer will notify Seller of any such claim and at Buyer’s option Seller will, at Seller’s sole expense, either (i) defend or settle such claim, or (ii) allow Buyer to defend itself, provided, however, any settlement requires the other Party’s consent.

In the event that any Product or work is determined to infringe any intellectual property right of any third party, in addition to the obligations set forth above, Seller shall, at Buyer’s option, either: (i) obtain from such third party, at Seller’s sole expense, the right for Buyer and Buyer’s customers to continue using the infringing Products and/or work, (ii) modify the Products and/or work at Seller’s sole expense so as to render them non-infringing, while maintaining substantially identical fit, form and function, or (iii) refund to Buyer the aggregate purchase prices paid for all

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infringing Products and work.

8. BUYER PROPERTY. All property used by Seller in connection with its performance under the Agreement which is owned, furnished, or consigned by Buyer, or is charged to or paid for by Buyer, including but not limited to materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings, specifications and other technical documentation (the “Property”) shall be and remain the property of Buyer. Unless already so marked by Buyer, Seller shall identify and conspicuously mark all Property as belonging to Buyer and, upon request, shall furnish Buyer a list of all Property being held by Seller.

All Property shall be used only for Seller’s performance under the Agreement and held at Seller’s risk and insured at Seller’s sole expense in an amount equal to its replacement cost, with loss payable to Buyer. Buyer may inspect and/or remove any Property at any time at no charge to Buyer, and Buyer shall have reasonable access to Seller’s premises for such purpose. Seller shall promptly return such Property to Buyer upon Buyer’s demand.

9. CONFIDENTIALITY; PUBLICITY. Buyer and Seller are subject to the terms and conditions of the mutual non-disclosure agreement between the Parties (the “NDA”). The terms, except any termination clause, of the NDA are incorporated into this Agreement by this reference. Further, Seller shall not issue any news release, advertisement, publicity, or promotional material regarding the Agreement or Seller’s relationship with Buyer without Buyer’s prior written consent which may be withheld in Buyer’s sole discretion. The provisions of this Section 9 shall survive the termination or cancellation of any or all P.O.’s under the Agreement.

10. CHANGES. Buyer may at any time instruct Seller to make changes within the general scope of the P.O. in any of the following: (i) Buyer’s drawings, designs, or specifications furnished to Seller; (ii) Seller’s method of shipment or packing; (iii) the quantities of Products ordered; (iv) the place of delivery; and/or (v) the delivery schedule. If such changes do not require Seller’s expenditure of materially more time, effort and/or cost, then Seller shall implement such changes at no additional charge to Buyer and with no change to the delivery schedule. If such changes will require materially more time, effort and/or cost (a “Material Change”), and Buyer agrees to such Material Change, then Buyer and Seller will negotiate in good faith an amendment to the P.O., if any, necessitated by such Material Change.

11. EXPORT. Seller agrees to notify Buyer prior to delivery if Products to be delivered or sold to Buyer are subject to the International Traffic in Arms Regulations (“ITAR”, 22 CFR 120 et seq., <http://pmdtc.state.gov/>) or the Wassenaar International Munitions List (“IML”, <http://www.wassenaar.org/>). Seller will notify Buyer’s Export Compliance Department via email at export@qualcomm.com with the Product part number, P.O. number, Export Control Classification Number (ECCN) and ITAR/IML control number. Additionally, any Products controlled under the ITAR or IML delivered to Buyer shall be marked in accordance with US export law. Seller agrees that all information provided to Buyer shall be current, accurate, and complete, and further Seller agrees to indemnify Buyer against any and all financial responsibility arising from Seller’s failure to supply such accurate information. Such indemnity shall include, without limitation, any fines, penalties, forfeitures, or counsel fees incurred or imposed as a result of actions taken by the importing country’s government.

12. ENVIRONMENTAL AND SOCIAL RESPONSIBILITY. As a member of the Electronic Industry Citizenship Coalition (“EICC”), the Buyer requires Seller’s adoption of the EICC Code of Conduct and cooperation with audits, if necessary. More information on the EICC Code of Conduct is found at www.eicc.info.

Buyer requires Seller’s support for conflict-free sourcing of minerals. Buyer requires Seller source metals to be incorporated into Product(s) from smelters and refiners that are identified as conflict-free by internationally recognized audit programs (e.g., Conflict Free Smelter Program). Seller is required to provide Buyer the conflict minerals sourcing information upon request via the EICC-GeSI Conflict Minerals Reporting Template. Both the compliant smelter list under the Conflict Free Smelter Program, and the EICC-GeSI Reporting Template can be found at www.conflictreesmelter.org.

Seller must also comply with applicable Product environmental regulations including, but not limited to, the ozone depleting chemicals (ODC) provision of the U.S. Clean Air Act, Restriction of Hazardous Substances (RoHS) and European Union Registration, Evaluation, Authorization and Restriction of Chemical substances (EU REACH), where applicable.

13. TERMINATION; CANCELLATION. Unless otherwise provided in a written agreement executed by Seller and Buyer, Buyer may terminate any P.O. or any portion thereof upon giving notice to Seller of such termination not less than two (2) business days prior to the applicable Due Date set forth in the original P.O. Within ten (10) business days after receiving notice of such termination, Seller shall advise Buyer in writing of any cancellation charges which may be due as a direct result of such termination. To the extent such charges are deemed reasonable in Buyer’s reasonable discretion, Buyer will pay such cancellation charges within sixty (60) days after the date of the Seller’s written request therefor. Any request by Seller for cancellation charges shall be deemed waived if not asserted in writing within ten (10) business days after receipt of Buyer’s termination notice.

Notwithstanding the foregoing, Buyer may cancel any P.O. or portion thereof without charge at any time upon notice to Seller if Seller fails to timely perform any of its obligations under the Agreement and such failure is not cured within ten (10) days after written notice of such failure is delivered to Seller.

14. ASSIGNMENT. Buyer may assign all or a portion of its rights, duties, and obligations under this Agreement to any entity (i) with which Buyer is affiliated (ii) into which Buyer may be merged or reorganized, (iii) which is a Buyer “spin-off,” or (iv) to which all or a portion of Buyer’s capital stock or assets or those of a relevant business unit may be sold or assigned. For the purposes of this Agreement, a spin-off means when a corporation takes a subsidiary, division, or part of its business and separates it from the parent company by creating a new, independent, free-standing company. There shall be no charge to Buyer or Seller or the assignee of either for any assignment hereunder.

Seller may not assign, delegate, or otherwise transfer any of its rights, interests, or obligations under this Agreement, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed provided.

15. SUBCONTRACTING. If approved by Buyer, the Seller may subcontract a portion of its responsibilities under this Agreement provided that any subcontractor retained shall be obligated in writing to the same confidentiality and ownership obligations and restrictions as set forth herein with respect to the Seller. If the Seller subcontracts certain portions of its responsibilities, the term “employee” as used herein shall be deemed to include such subcontractor and its employees. Seller shall be responsible for all acts and/or omissions of any subcontractor as if such acts or omissions had been performed by Seller.

16. INSURANCE. Whenever Seller has in its possession Property of Buyer, Seller shall be deemed an insurer thereof and shall be responsible for its safe return to Buyer. Seller shall be liable in the event there is any loss, damage or injury due to the (a) negligence, (b) gross negligence, (c) willful misconduct, (d) intentional or fraudulent acts, or (e) failure to

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follow Seller's internal written policies and/or procedures by any party other than Buyer or Buyer's affiliates. Seller shall also maintain at all times during performance of its work related to this P.O. Commercial General Liability insurance that shall specifically include contractual liability coverage. Seller shall have all insurance policies endorsed to waive the insurer's rights of subrogation in favor of Buyer.

17. APPLICABLE LAW. The Agreement shall be governed by the laws of the State of California regardless of any conflict of law provisions. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in San Diego County, California, and the prevailing party in any legal proceeding shall be entitled to recover court costs and its reasonable attorneys' fees incurred in connection therewith. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the purchase of Products or services by Buyer.

18. BUSINESS AND TECHNICAL DOCUMENTATION. Documentation necessary for performance under the Agreement, other than Seller's documentation, shall be provided by Buyer. All documentation, which includes, but is not limited to quotations, proposals, correspondence, specifications ("Specifications"), and reports, shall be in the English language.

The Specifications, technical, business, and/or routing document(s) provided by Buyer to Seller may be provided using Buyer's Supplier Documentation System ("SDS"). If used, SDS will notify the Seller when there is a Specification and/or a most recent version of technical, business and/or routing document(s) ("Controlled Document(s)") made available, and Seller shall have fifteen (15) business days ("Initial Period") from that date of notification for acceptance. In the event, Seller has exceptions to the Controlled Document(s) then those exceptions must be provided in writing during the Initial Period. The Parties agree to collaborate in good faith to resolve exceptions within thirty (30) days from Buyer's receipt of Seller's written notice of exceptions. To avoid any instances where the original notice is not received, Seller will use reasonable efforts to log on to SDS a minimum of once per week to confirm if there are any new or revised documents or Specifications in their inbox for review. In the event where the Seller receives a follow-up notice from SDS, and where no original notice was received, then Seller will notify Buyer that no original notice was received and Buyer will reset the beginning of the Initial Period. If Seller does not respond within the Initial Period, then the Controlled Document(s) shall be deemed accepted. Upon acceptance of a new or revised Controlled Document, such new or revised Controlled Document shall supersede the previous version of the Controlled Document.

19. CORRESPONDENCE. All invoices, with Buyer's applicable P.O. number, shall be sent to the attention of the Accounts Payable Department via email at ap.invoice@qualcomm.com or printed copies at P.O. Box 919042, San Diego, CA 92191-9042. Any notice, demand, acknowledgement, or other communication made or given by Seller to Buyer in accordance with this Agreement, other than invoices, shall be in writing, and sent (i) via facsimile or email (with confirmation of receipt) or (ii) by registered or certified mail, return receipt requested; postage prepaid, or (iii) by overnight courier, next business day delivery service and addressed to the following:

Qualcomm Global Trading Pte. Ltd.
Test Center of Excellence
No. 6, #03-04
Serangoon North, Avenue 5
Singapore, 554910
Attn: QGT Contracts Management

With copies to:
(1) Qualcomm Technologies, Inc.
5775 Morehouse Drive

San Diego, CA 92121, USA
Attn: QCT Contracts Management
Fax: (858) 658-1518
Email: QCT-ConMgmt@qti.qualcomm.com

(2) Attn: QCT Division Counsel
Fax: (858) 658-2503

20. MISCELLANEOUS PROVISIONS. No addition or modification of the Agreement shall be effective unless made in writing and signed by the respective representatives of Seller and Buyer. Any delay or failure to enforce at any time any provision of the Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. The rights and remedies expressly provided to Buyer herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

21. COUNTERPARTS AND FACSIMILES. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other standard means of electronic transmission is deemed effective as delivery of an originally executed counterpart of this Agreement.

22. SURVIVABILITY. The following sections shall survive any expiration or termination of this Agreement: Section 5 (Price, Payment and Taxes), Section 6 (Warranties), Section 7 (Infringement), Section 8 (Buyer Property), Section 9 (Confidentiality; Publicity), Section 11 (Export), Section 13 (Termination; Cancellation), Section 16 (Insurance), Section 17 (Applicable Law), Section 19 (Correspondence), Section 20 (Miscellaneous Provisions), Section 22 (Survivability) and Section 23 (Third Party Beneficiary).

23. THIRD PARTY BENEFICIARY. The Parties agree that QUALCOMM Incorporated, a Delaware corporation, and its affiliates shall be third party beneficiaries with respect to this Agreement, and that QUALCOMM Incorporated and its affiliates, shall have the right to enforce this Agreement in its own name as if QUALCOMM Incorporated and its affiliates were Buyer.

24. COMPLIANCE WITH ANTI-CORRUPTION LAWS. Seller represents and warrants to Buyer that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Buyer, Seller and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, in connection with the services it has agreed to perform under this Agreement. Seller represents and warrants to Buyer, that Seller has not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Buyer, make promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.