

# Western Digital®

SanDisk India Device Design Centre Pvt. Ltd.  
Prestige Excelsior, Prestige Tech Park,  
Marathalli-Sarjapur Outer Ring Road,  
SyNo.143/1, Amani Bellandur Khane Village,  
Kadubeesanahalli, Varthur Hobli  
Bangalore-560103  
Karnataka  
India

Type	Standard Purchase Order
Order	IN5310-P009037
Revision	0
Order Date	25-APR-2020
Buyer Name	Gangadhar, Ashwini ashwini.gangadhar@wdc.com
Revision Date	25-APR-2020
Current Buyer	Ashwini Gangadhar ashwini.gangadhar@wdc.com

Supplier Wings Brand Activations India Pvt. Ltd  
No.236, 5th Main  
2nd Block  
HRBR Layout  
Bangalore-560043  
Karnataka  
India

Ship To SanDisk India Device Design Centre Pvt. Ltd.  
GSTIN-29AAICS9204M1ZR  
SyNo.143/1,Amani Bellandur  
KhaneVillagePrestige Excelsior, Prestige Tech  
Park,Kadubeesanahalli, Varthur Hobli,  
Bengaluru-560103  
Karnataka  
India

Bill To SanDisk India Device Design Centre Pvt. Ltd.  
Survey No.143/1, Amani Bellandur Khane  
Village  
Prestige Excelsior,Prestige Tech Park  
Marathalli-Sarjapur Ring Road,  
Kadubeesanahalli, Varthur Hobli  
Bengaluru-560103  
Karnataka  
India

## INVOICE METHOD:

INVOICES TO BE SUBMITTED ACCORDING TO THE METHOD APPROVED BY WD PROCUREMENT ONLY  
See PAY ON RECEIPT field

- If "NO" – invoice is to be entered and submitted through the Oracle Supplier Portal. Please attach a copy of your internal invoice as reference and any other backup documentation required.  
PRE-APPROVED EXCEPTIONS ONLY submit invoices to the Bill to address noted above
- If "YES" - ERS invoice is automatically created according to items received. See Oracle Supplier Portal and weekly ERS Summary Report for reconciliation.

Contact the Buyer listed on the purchase order for any questions regarding invoicing method for your company.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB/Incoterms	Transportation	Shipping Method
	3027820	MP60				
Confirm To/Telephone/Email		WD Internal Document#	Pay on Receipt	Point Of Origin	Requester/Deliver To	
			No		Varughese, Priya priya.varughese@wdc.com	

Notes: The Quote/proposal # is referenced herein solely to facilitate identification of Goods or Services ordered, and not to incorporate any terms and conditions stated therein, all of which are excluded from the terms of this PO

and are hereby objected to and rejected

All prices and amounts on this order are expressed in INR

Any quote reference on this document is made solely to facilitate identification of goods or services ordered, and not to incorporate any commercial terms and conditions stated therein, all of which are hereby objected to and rejected.

Line	Part Number/Description	Delivery Date/Time	Quantity	UOM	Unit Price(INR)	Tax	Amount(INR)
1	Coaching Program services				15,000.00	2,700.00	15,000.00
	Use Ship to Address on PAGE1	Needed: 27-APR-2020				Y	
2	Agency fee: 10%				1,500.00	270.00	1,500.00
	Use Ship to Address on PAGE1	Needed: 27-APR-2020				Y	
Sub-Total: 16,500.00 (INR)							
Estimated Tax: 2,970.00 (INR)							
Total: 19,470.00 (INR)							
THIS PURCHASE ORDER IS ELECTRONICALLY APPROVED							
NO SIGNATURE NEEDED							

## PURCHASE ORDER TERMS AND CONDITIONS (GLOBAL)

- Order. This Order ("Order") consists of these Terms and Conditions ("Terms and Conditions") and the Purchase Order included with these Terms and Conditions ("Purchase Order"). This Order serves as the offer of, and is delivered by Western Digital Technologies, Inc. or an affiliate thereof as identified on the face of the Purchase Order (each, a "Buyer") to the Supplier specified in the Purchase Order ("Supplier") with regard to the product(s) and/or service(s) set forth therein ("Products" and "Services," respectively).
- Forecasts, Changes in Order, Termination. All forecasts provided by Buyer are non-binding, for planning purposes only and are not to be relied upon by Supplier. Buyer may change or terminate this Order at any time in whole or in part upon written notice to Supplier. If Buyer terminates this Order for convenience, it will reimburse Supplier the lesser of (i) a 0.5% (one-half of one percent) restocking fee based on the value of the portion of the Order terminated, or (ii) Supplier's actual reasonable and direct out-of-pocket costs that are not capable of being mitigated ("Termination Costs"), provided, however, such costs are not payable unless and until Buyer and Supplier have agreed as to the appropriate Termination Costs. Upon receipt of any notice of termination, Supplier shall immediately stop all work in progress and use its best efforts to mitigate any costs associated with the termination. Buyer has the option to purchase (i) works in progress at a prorated price based on the percentage of work remaining to be completed, and (ii) any raw materials Supplier may have obtained to use in fulfilling the Order, at Supplier's actual cost for the raw materials. Supplier's sole remedies for termination of this Order are provided in this Section 2. If Buyer terminates this Order, in whole or in part for default in the event Supplier fails to make delivery or perform the Services within the time specified herein, perform any other provisions of this order, or in the sole judgment of Buyer, so fails to make progress as to endanger performance within its terms, then Buyer may procure, upon such terms as Buyer may deem appropriate, supplies, products or services similar or substantially similar to those so terminated; and Supplier shall be liable to Buyer for any excess costs associated therewith. In the event of a change to this Order by Buyer, if any such change would result in an adjustment to the amount to be paid by Buyer pursuant hereto, Supplier shall promptly notify Buyer in writing prior to commencing work on such changed Order. Buyer shall then either accept such revised terms and accept the Products and/or Services or reject such revised terms and terminate this Order. Delivery of the Products and/or Services by Supplier without first delivering such written notice shall be deemed acceptance by Supplier of such changes without additional charge to Buyer. Buyer's payment shall be considered a complete and final discharge of any liability as a result of such change or termination. In addition to and without limiting the foregoing, Buyer shall have the right to amend any quantities ordered hereunder based on prevailing market conditions that affect demand for its products and this shall not constitute a termination for convenience.
- Price; Invoices. The prices in the Purchase Order shall include all charges for packing, storage, any import or export license fees, any shipping charges to Buyer's delivery location and any applicable value added, sales, use and any federal, state, local or

other applicable taxes or duties not subject to exemption, all of which shall be stated separately in Supplier's invoice. Supplier warrants that the prices quoted in the Purchase Order are no greater than those charged by Supplier (including any related rebates or other offsetting discounts or credits) to any other buyer for similar quantities of products and/or services (determined up to the date of shipment or performance). Supplier shall promptly refund or credit to Buyer's account, at Buyer's discretion, all excess amounts so charged. Invoices shall include the following information: Purchase Order Number; item number; unit price, description of items, sizes, quantities, extended totals, and the information required to be itemized as described in Section 19 below.

4. **Payment.** Buyer shall pay for the Products and/or Services net the number of days indicated in the payment terms set forth on the face of the Purchase Order (such number of days shall commence following the later of Buyer's: (i) receipt of invoice, or (ii) receipt of such Products and/or Services), and if no such number of days are so indicated, then payment will be issued during the last week of the month following 60 days after Buyer's receipt of the undisputed invoice (the "Invoice Receipt Date"); provided that if 60 days after the Invoice Receipt Date is on or after the 25th of the month, payment will be issued during the last week of the month following 90 days after the Invoice Receipt Date.. Payment hereunder does not constitute acceptance of Products and/or Services.
5. **Set-off.** Buyer reserves the right to set-off, against any debt, credit, or other obligation due by Buyer to Supplier hereunder or otherwise (regardless when due) any amounts due by Supplier to (i) Buyer or (ii) any third party in connection with the Products or Services in the event Buyer pays such third party directly on Supplier's behalf.
6. **Delivery.** All deliveries of Products and/or Services shall be in strict conformance with this Order. Supplier shall comply with Buyer's international shipping instructions, which include, among other things: (a) country of origin marking instructions and all instructions for exports to Buyer; (b) packaging and labeling requirements; and (c) transportation routing guidelines. In addition, unless the parties specifically agree otherwise, Supplier agrees to be the importer of record and to comply with all legal, regulatory, and administrative requirements associated with such importation of products; and pay all duties, taxes, and fees associated with such importation. Title and risk of loss shall pass to Buyer upon acceptance by Buyer. Products and/or Services shall be deemed accepted if Buyer has not rejected the Products and/or Services within a reasonable time following their delivery. **TIME IS OF THE ESSENCE.** Buyer may reschedule any delivery date upon notice to Supplier. If expedited shipment becomes necessary to fulfill Supplier's delivery obligations, Supplier shall pay the difference between the expedited charges and ordinary freight charges. In addition to other remedies available to Buyer, if Supplier fails to deliver Products and/or Services on the delivery date, Buyer may purchase substitute products and/or services elsewhere, and Supplier shall reimburse Buyer for additional out-of-pocket costs incurred as a result of the purchase of such substitute products and/or services. Over-shipments of any Products in excess of quantities ordered by the Buyer, or any Products delivered to Buyer prior to the delivery dates specified by Buyer, will in each case (i) be held at Supplier's cost, risk and expense for a reasonable time awaiting shipping instructions, and (ii) constitute a breach of this Order by Supplier. Return shipping charges for over-shipments, or premature delivery, shall be in each case at Supplier's expense. Unless otherwise specified, all orders shall be packed, shipped, marked and otherwise prepared for shipment in containers that are clearly labeled with the name of Supplier, the contents, the date, the quantity and the purchase order number clearly stated and visible thereon and in a manner which is: (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate and in accordance with ICC regulations and (iii) adequate to ensure safe arrival at the named destination. An itemized packing sheet must accompany all shipments. Any provisions of this Order for the delivery of Products or the rendering of Services by Supplier in installments shall not be construed as making the obligations of Supplier severable.
7. **Right to Inspect and Reject.** Buyer reserves the right to inspect and test all Products and/or Services within a reasonable time after delivery to Buyer. In addition to all other rights provided by law, Buyer may reject any Products that: (i) are damaged, (ii) do not conform to the specifications set forth in this Order and those which are provided to Supplier thereafter as well as all descriptions, models, samples and other information and materials made available by Supplier (collectively "Specifications") or the warranties, (iii) are not shipped correctly or on time, or (iv) are not properly packaged as required herein. Any return and/or replacement of Products hereunder shall be at Supplier's sole cost and expense. At Buyer's option, Supplier shall (i) replace such rejected Products in the manner and within the time specified by Buyer, (i) refund or credit Buyer's account for the purchase price of such rejected Products, (iii) re-perform the Services until they meet the warranties, or (iv) reimburse Buyer for the costs incurred in engaging a third-party to provide substitute Products and/or Services, and in each case Buyer may terminate the Order for default.
8. **Warranties.** Supplier represents and warrants to Buyer that for a period of five years from the date of delivery to Buyer (the "Warranty Period"), each Product and all components thereof (including components specified by Buyer): (i) shall conform to this Order and to the applicable Specifications and approved samples; (ii) shall be free from defects in materials, workmanship and design, unless the design was solely supplied by Buyer; (iii) shall be safe and fit for the purposes intended by Buyer; (iv) and shall be free from liens and encumbrances and other restrictions. Supplier warrants that at time of delivery to Buyer, the Products shall be new and not contain used or reconditioned parts (unless otherwise specified). Supplier represents and warrants that all Services shall be performed in a timely and professional manner and in accordance with Specifications and accepted industry standards. All warranties shall run to Buyer and Buyer's customers. Supplier warrants that Supplier, and its agents and subcontractors, and the Products and/or Services shall comply with all applicable laws, rules and regulations, including without limitation those relating to: (i) import, export and re-export of commodities, materials, technical data and software, (ii) health and safety, (iii) labor and employment, (iv) the environment, (v) use, treatment, disposal and handling of hazardous chemicals and materials, and (vi) data privacy, data protection, and security breach notice laws and regulations. Supplier represents and

warrants to Buyer it (i) will not use, disclose, or transfer across borders any information that is processed for Buyer that may identify an individual ("personal data"), except to the extent necessary to perform under this Order and in accordance with Section 20 below, and (ii) will maintain reasonable technical, administrative, and physical data security for all personal data, and will cooperate fully with Buyer's requests for access to, correction of, and destruction of personal data in Supplier's possession or control. Supplier further represents and warrants that the Products and/or Services are compliant with Buyer's specification 2096-001669 (WD Guidelines for Materials, Components & Products) as amended from time to time ("WD Guidelines"), a copy of which is available upon request. Supplier shall also comply with the Electronics Industry Code of Conduct ("EICC"). Supplier must also require that its own suppliers comply with all laws and WD Guidelines and the EICC. Supplier shall provide Buyer a certificate(s) of compliance with applicable laws, rules, regulations, WD Guidelines and the EICC if requested.

Supplier warrants that any software or firmware included in the Products or otherwise furnished in connection with this Order does not (i) contain any so-called "open source" or "free" software (e.g. Linux, GPL, LGPL, PERL, Mozilla Public License, SCSL, SISL) or (ii) contain any code, programming instruction or set of instructions that is intentionally constructed to damage, interfere with or otherwise adversely affect either the operation of the products of Buyer into which the Products may be incorporated or Buyer's systems.

Upon a breach of any warranty, in addition to any other remedies available to Buyer in law or equity, Buyer may, at its sole election and without additional cost, require Supplier to (i) repair or replace the Products, (ii) re-perform the Services, (iii) refund to Buyer all amounts paid by Buyer for the Products which the Buyer returns, or (iv) reimburse Buyer the costs incurred by Buyer to have a third-party correct the non-conformance or provide substitute products and/or services. The foregoing warranties shall constitute conditions and are in addition to all other warranties, whether express or implied, and shall survive any delivery, inspection, acceptance or payment by Buyer. Buyer's approval of Supplier's material or design shall not relieve Supplier of the warranties herein.

9. California Proposition 65. Without limiting the warranties referenced in Section 8 above, Supplier further represents and warrants that all Products and Product components that Supplier supplies to Buyer may be sold by Buyer to consumers in California without any warning required by California Health & Safety Code sections 25249.5 et seq. ("Proposition 65"). Supplier may not supply products or product components to Buyer that are labeled with or accompanied by Proposition 65 warnings without express prior approval from Buyer. Should it become known to Supplier that a Proposition 65 warning may be required for sales to consumers in California of any product or product components it has supplied or intends to supply to Buyer, then Supplier shall notify Buyer immediately and provide complete information on the specific product component or other basis for a Proposition 65 warning. In such event, Buyer may, in its sole discretion, and in addition to all other rights and remedies available to Buyer, do any or all of the following: (i) refuse to accept additional products from Supplier; (ii) return any unsold products to Supplier for a full credit; (iii) require Supplier to provide Proposition 65-compliant warnings on the labels of or accompanying any additional products to be supplied to Buyer; or (iv) require Supplier to re-label or otherwise ensure that Proposition 65-compliant warnings are provided for any products already supplied to Buyer that are intended for sale to consumers in California.
10. Materials. Supplier shall not use, reproduce, appropriate for, or disclose to anyone, any material, equipment, tooling, designs, dyes, mods, jigs, fixtures, patterns, machinery special test equipment, special taps and gauges, or other property or information furnished by, paid for or charged against Buyer, or which have had their cost amortized, ("Material") without Buyer's prior written approval. Title to all Material shall remain in Buyer, and the Material shall be clearly marked to indicate Buyer's ownership and shall be segregated on Supplier's premises. Supplier shall bear the risk of loss or damage to the Material until returned to Buyer and Supplier shall not loan, rent, lease, use as collateral or otherwise encumber the Material. All Material shall be returned to Buyer or disposed of as specified by Buyer at termination or completion of this Order or earlier if requested by Buyer.
11. Controlling Provisions, Integration. THIS ORDER HEREBY EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. Upon its acceptance by Supplier, this Order shall constitute a binding agreement. Any written acceptance by Supplier, and/or any delivery by Supplier of Products or Services and/or the acceptance of any payments pursuant hereto, each shall be deemed an acceptance by Supplier of this Order without modification. In the event of a conflict between these Terms and Conditions and the Purchase Order, the terms of the Purchase Order shall prevail. This Order (including attached exhibits, schedules and annexes) shall control the purchase of the Products and/or Services, and sets forth the entire, final and complete agreement of Buyer and Supplier with respect to the subject matter hereof, and supersedes all prior or contemporaneous written and oral discussions, agreements and understandings, if any, relating to the Products and/or Services, and no invoice, confirmation, acknowledgement, payment, other document issued by Supplier, or any course of dealing or practice, shall have any effect upon, or modify, this Order in any respect; provided, however, that notwithstanding the foregoing, if the parties have executed a separate written agreement governing the purchase and sale of the Products and/or Services or the processing of personal data on behalf of Western Digital, then such separate written agreement(s) shall govern, provided this Order shall be effective to show the quantity, model, date of order and requested delivery date of the Products and/or Services, except to the extent that such terms are specifically contained in the separate written agreement. If under any given facts or circumstances this Order is alternatively deemed to constitute a definite and seasonable expression of acceptance or written confirmation sent within a reasonable time, then accordingly it is hereby expressly made conditional on assent by Supplier to any additional or different terms contained herein. Any reference of any kind anywhere in this Order to a quotation or other similar document of Supplier is made solely to facilitate identification of goods or services ordered, and not to incorporate any commercial terms and conditions stated therein, all of which are excluded from the terms of this Order and are hereby objected to and rejected. If this Order is construed as a confirmation of an existing contract, the parties agree that this Order constitutes the final, complete and exclusive terms and conditions of the contract between the parties. NOTIFICATION OF

OBJECTION TO ANY DIFFERENT OR ADDITIONAL TERMS IN ANY RESPONSE TO THIS ORDER FROM SUPPLIER IS HEREBY GIVEN.

12. Indemnification. Supplier shall defend, indemnify and hold harmless Buyer and its affiliates, customers, and each of their respective successors, assigns, employees, directors and agents with respect to all liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, relating to or arising out of any actual or alleged claims for: (i) patent, copyright, or trademark infringement, trade secret misappropriation, or violation of any other proprietary right, arising out of the purchase, sale, or use of the Products and/or Services by Buyer, its agents or customers; (ii) Supplier's performance or breach of this Order including all warranties; and (iii) death, personal injury or property damage arising out of the use of the Products and/or Services by Buyer, its agents or customers. If an IP indemnification or misappropriation claim is or is likely to be made, then in addition to, and without limiting, the indemnification obligations in the immediately preceding sentence, Supplier shall, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the right to continue to use, sell and license the Products and Services consistent with this Order; (ii) modify Products and Services so they are non-infringing and in compliance with this Order; (iii) replace the infringing Products and Services, and any other affected Products or Services, with non-infringing ones that comply with this Order; or (iv) at Buyer's request, accept the cancellation of infringing Services and the return of infringing Products and refund any amounts paid.
13. Insurance and Security. Supplier shall obtain and keep until completion of this Order, worker's compensation and general comprehensive liability insurance covering each occurrence of bodily injury and property damage in the amount of not less than \$1,000,000 combined single limit with special endorsements providing coverage for: (i) Products and Completed Operations Liability; (ii) Blanket Broad Form Supplier's Liability; (iii) Blanket Contractual Liability; and (iv) Automobile Liability. If requested, Supplier shall furnish Buyer with a certificate evidencing the required insurance. If Supplier or any of its employees, consultants or agents enter Buyer's premises in the course of fulfilling this Order, they shall at all times comply with Buyer's safety and security policy, a copy of which is available upon request.
14. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE ORDER, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. Buyer's maximum liability to Supplier arising out of this order, regardless of the basis of liability or the form of action, will not exceed the total price stated in the purchase order.
15. Non-disclosure. Except as required by law, Supplier shall not disclose the existence of this Order or that a commercial relationship exists between Supplier and Buyer without the prior written consent of Buyer. Further, Supplier shall not disclose any technical, financial or product (including pricing) information or personal data (collectively, and together with the terms of this Order, "Confidential Information") to any third party without the prior written consent of Buyer. Supplier will not use Buyer's Confidential Information for any purpose other than performance under this Order. Upon Buyer's request, Supplier will promptly return or destroy to Buyer all of Buyer's Confidential Information in Supplier's possession or control.
16. Intellectual Property/Works Made For Hire.
  - (i) In the event this Order entails development work by Supplier for Buyer, then as a part of the consideration for this Order, and with no further costs to Buyer, any and all copyrights, designs, design rights, patents, trademarks and all other intellectual property developed, made, conceived and/or reduced to practice by Supplier for Buyer, in any manner connected with Supplier's performance of such development work (individually or collectively the "Works"), are works made for hire and shall exclusively belong to Buyer. Supplier shall have no rights, title, license, or interest in such Works, and hereby irrevocably assigns, conveys and otherwise transfers to Buyer all rights, title and interests in and to the Works at that moment in time when the Works are created. Without limiting the foregoing, Supplier represents and warrants that all of its employees and subcontractors have executed agreements to assign to Supplier all rights in intellectual property developed within the scope of employment or during the course of their work for Supplier, and Supplier covenants that, to the extent any of its employees and subcontractors have not executed such agreements, Supplier will obtain such agreements upon request of Buyer to include terms acceptable to Buyer. Supplier represents and warrants that it has the full power and authority to assign, convey and otherwise transfer, all such transferred rights, title and interests in the Works. Supplier shall assist Buyer to obtain and enforce, for Buyer's benefit, all patents, copyrights and/or other property rights covering the Works in any and all countries, or, if applicable, worldwide. Supplier shall execute, when so requested by Buyer, (or its authorized agents, representatives or counsel), any and all patent, copyright or similar applications, and/or assignments to Buyer, or any and all lawful documents for which Buyer deems necessary for it to secure, protect, and enforce its rights to the Works. If Buyer is unable to secure Supplier's signature on, or to, any document that Buyer requires in order for it to apply for, execute, or enforce any patent, copyright or intellectual property right with respect to the Works, for any reason whatsoever, then Supplier hereby irrevocably designates and appoints Buyer, (and its duly authorized officers and agents), as its attorneys-in-fact with the power to act for Supplier and to execute and file any such documents, and/or to do all other lawfully permitted acts, in order to further the prosecution and/or issuance of patents, copyrights or other rights with the same legal force and effect, as if executed, or taken, by Supplier. For any Works not capable of being assigned as set forth in this paragraph, Supplier, as part of the consideration for this Order and without further cost to Buyer, agrees to grant and does hereby grant to Buyer an irrevocable, exclusive, royalty free, fully paid-up, worldwide, perpetual, transferable license to use, sell, manufacture, and have manufactured any and all such Works and to freely use and disclose specifications of articles

embodying such Works.

(ii) Supplier retains all rights to and interest in any intellectual property rights which pre-exist the effective date of this Order or which were authored or invented outside the scope of this Order ("Pre-existing IPR"). To the extent that Supplier uses or provides Buyer with any such Pre-existing IPR in the Products or Services provided to Buyer, Supplier grants to Buyer (including Buyer's affiliates) a non-exclusive, perpetual, irrevocable, royalty-free, transferable, fully paid-up, worldwide right and license to use the Pre-existing IPR in any manner in connection with Buyer's business.

(iii) Nothing in this Order shall be construed as granting to Supplier any right under any Buyer intellectual property. Supplier shall not use or refer to any trade name, service mark or trademark of Buyer or refer to Buyer in any promotional activity or material without Buyer's prior written consent.

17. Non-Solicit; Employee Matters. It is agreed that during such time that Supplier is supplying Products and/or Services under this Order, and for a period of 12 months thereafter, neither Supplier nor its agents shall solicit, directly or indirectly, any employee of Buyer to perform work or services for any other person or entity other than Buyer, without the prior written consent of Buyer (other than employees of Buyer who are terminated by Buyer). Notwithstanding the foregoing, Supplier may at any time make general solicitations for employment to a broad class of persons that may include Buyer's employees but that are not targeted primarily to one or more of Buyer's employees. If Supplier hires any of Buyer's employees, such employees, while employed by Supplier, (i) shall not work on any matters related to Buyer's business, and (ii) shall not enter or visit Buyer's facilities, unless Supplier has received Buyer's express written permission that such employees may do so. In addition, Buyer may at any time request the removal of any of Suppliers' personnel from performing services for Buyer or working on Buyer's account, with or without cause, or Buyer may at any time request that any particular personnel of Supplier not provide Services to Buyer, at any time, for any reason. In any such case, Supplier will immediately comply with such requests and will provide replacement personnel of necessary and sufficient skill, knowledge and training. Supplier will indemnify and hold harmless Buyer from any and all claims, damages or losses suffered or incurred by Buyer, including without limitation employment related claims, which may arise as a result of or in connection with any removal or replacement of Supplier's personnel.

18. Applicable Laws and Dispute Resolution. The following shall apply to any dispute, controversy or claim arising out of, relating to or in connection with this Order, including its interpretation, construction, performance and enforcement ("Dispute(s)"). In no event will the Uniform Law on the International Sale of Goods apply to this Order or the transactions associated herewith.

(i) FOR ORDERS FROM BUYER LOCATED IN THE PEOPLE'S REPUBLIC OF CHINA ("PRC") TO SUPPLIER LOCATED IN THE PRC – All Disputes shall be governed by the laws of the PRC and shall be referred to arbitration and finally settled by the China International Economic and Trade Arbitration Commission South China Sub-Commission ("CIETAC") for arbitration in Shenzhen in accordance with CIETAC's arbitration rules in force at the time. The arbitration shall be conducted in Chinese and English. The documents for arbitration shall be written in Chinese and English. The arbitration tribunal shall consist of three arbitrators. The parties shall each appoint one arbitrator, and the third arbitrator, who shall serve as the chairman of the tribunal and who shall not possess the same nationality or domicile with any party of this Order, shall be appointed in accordance with CIETAC's arbitration rules in force at the time. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. Each party shall bear its own fees and costs in connection with the arbitration, and the cost of the arbitration shall be split equally between the parties.

(ii) FOR ORDERS FROM BUYER LOCATED IN JAPAN TO SUPPLIER LOCATED IN JAPAN – All Disputes shall be governed by the laws of Japan, without regard to its conflict-of-law rules that would result in the application of the laws of another jurisdiction. The parties expressly agree that the Tokyo District Court shall be the exclusive jurisdiction court.

(iii) FOR ORDERS FROM BUYER LOCATED IN INDIA TO SUPPLIER LOCATED IN INDIA – All Disputes shall be governed and interpreted exclusively in accordance with laws of India and shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) and the rules made thereunder ("Arbitration Act"). The parties shall constitute an arbitration tribunal consisting of three arbitrators. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. The award shall be made within a period of 12 months from the date the arbitral tribunal enters upon the reference. The parties may, by consent, extend the period for making award but not exceeding six months, beyond which the mandate of the arbitrator(s) shall terminate, unless the court has extended the period on the application of any of the parties and on such terms and conditions as it may impose on parties. The arbitration tribunal shall determine the costs payable by parties in relation to any arbitration proceedings as per the provision of the Arbitration Act. The arbitration proceedings shall be held in Bangalore, India and they shall be conducted in the English language. For the purpose of this clause, an arbitral tribunal shall be deemed to have entered upon the reference on the date on which the arbitrator or all the arbitrators, as the case may be, have received notice, in writing of their appointment. The arbitration award shall be final and binding on all of the parties. Subject to the foregoing arbitration provision, the courts in Bangalore, Karnataka, India shall have exclusive jurisdiction.

(iv) SUBJECT TO SUBSECTIONS (i) – (iii) ABOVE, FOR ORDERS FROM BUYER LOCATED IN JAPAN OR INDIA TO A SUPPLIER ANYWHERE IN THE WORLD (OTHER THAN JAPAN OR INDIA, RESPECTIVELY) OR WHERE SUPPLIER IS

IN THE PRC (AND BUYER IS ANYWHERE IN THE WORLD EXCEPT THE PRC) – All Disputes shall be governed by the laws of Singapore, without regard to its conflict-of-law rules that would result in the application of the laws of another jurisdiction, except that the Contracts (Rights of Third Parties) Act, Cap. 53B shall not apply. All Disputes shall be referred to arbitration and finally settled by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force ("HKIAC Rules"). The arbitration, including associated documents, shall be conducted in Chinese and English. The arbitration tribunal shall consist of three arbitrators. The parties shall each appoint one arbitrator, and the third arbitrator, who shall serve as the chairman of the tribunal, shall be appointed in accordance with HKIAC Rules. The seat of the arbitration shall be in Hong Kong. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. Each party shall bear its own fees and costs in connection with the arbitration, and the cost of the arbitration shall be split equally between the parties.

(v) SUBJECT TO SUBSECTIONS (i) – (iv) ABOVE, FOR ORDERS FROM BUYER LOCATED IN HONG KONG, KOREA, MALAYSIA, PHILIPPINES, SINGAPORE, TAIWAN, THAILAND OR THE PEOPLE'S REPUBLIC OF CHINA ("PRC") – All Disputes shall be governed by the laws of Singapore, without regard to its conflict-of-law rules that would result in the application of the laws of another jurisdiction, except that the Contracts (Rights of Third Parties) Act, Cap. 53B shall not apply. The parties expressly consent to the exclusive jurisdiction of the courts of Singapore to settle all such Disputes. The action, including associated documents, shall be conducted in English.

(vi) FOR ORDERS FROM BUYER LOCATED IN EUROPE – All Disputes shall be governed by the laws of England and Wales, without regard to its conflict-of-law rules that would result in the application of the laws of another jurisdiction, except that the Contracts (Rights of Third Parties) Act 1999 shall not apply. The parties consent to the exclusive jurisdiction of the courts of England and Wales.

(vii) FOR ORDERS FROM BUYER LOCATED IN THE UNITED STATES OR ANY LOCATION NOT LISTED ABOVE – All Disputes shall be governed by the laws of the State of California, without regard to any of its conflict-of-law rules that would result in the application of the laws of another jurisdiction. Except where Supplier is located in the PRC (which shall be subject to arbitration as set forth in Section 18(iv) above), the parties expressly consent to the exclusive jurisdiction and venue of the courts (whether federal or state) sitting in the State of California, and the parties hereby further waive any objections based on venue or forum non conveniens.

19. Compliance with Laws. Supplier shall comply with all applicable laws, regulations and rules of all governmental authorities having jurisdiction and will obtain all necessary permits, licenses and consents of all governmental authorities necessary for the performance of this Agreement. Without limiting the generality of this section, Supplier agrees to fully comply with all export and import laws and regulations of the United States, the European Union, and other countries including but not limited to the United States Export Administration Regulations. Supplier further agrees that Supplier and its employees, agents and subcontractors shall comply in all respects with the United States Foreign Corrupt Practices Act, the Bribery Act 2010 of the United Kingdom and Regulation 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of personal data processing ("GDPR"), as such laws or regulations may be amended, and all other applicable local and international laws, in connection with any performance under this Order, and Supplier will not in any manner take any action that will render Buyer liable for a violation of such laws. Without limiting the foregoing, Supplier will not directly, indirectly or through an intermediary do or attempt any of the following relating to its performance under this Order: (i) give or attempt to give anything of value (monetary or non-monetary) to anyone to improperly obtain a competitive advantage for any party, to receive favorable treatment in obtaining or retaining business or to otherwise induce the receiving individual to abuse his or her position; or (ii) receive or attempt to receive a bribe or anything of value for the purpose of obtaining or retaining business. Supplier warrants that Supplier is familiar with and has read and understands the United States Foreign Corrupt Practices Act, as set forth on the website of the United States Department of Justice, and the Bribery Act 2010 of the United Kingdom as the same may be amended from time to time. In addition, all invoices of Supplier shall provide descriptions of any work or services rendered and an itemization of all disbursements made in connection therewith, including the individual amounts thereof. Supplier shall cooperate fully with any investigation by Buyer into compliance with this Section 19. Any breach of this Section 19 shall be a material breach of every contract between Buyer and Supplier.
20. Personal Data and Privacy. Supplier will immediately inform Buyer if Supplier or Supplier's agents or subcontractors anticipate processing personal data on behalf of Buyer. Supplier further agrees that it will not process personal data on behalf of Buyer unless, as agreed and directed by Buyer, it enters into a separate written agreement with Buyer governing personal data, which terms shall be determined solely by Buyer and which Supplier hereby agrees to execute.
21. Federal Regulations. If applicable, this contractor and subcontractor (Buyer and Supplier herein) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
22. Exclusion of Antisocial Forces (where both Buyer and Supplier are located in Japan). "Antisocial Forces" means: (i) an organized crime party, a member of an organized crime party, a related party or association of an organized crime party, and any other

equivalent party of above; or (ii) a party who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above. Supplier represents and warrants that is not a party who has fallen and shall not fall under any of the followings: (i) the Antisocial Forces; (ii) a party having such relationship with the Antisocial Forces that shows the Antisocial Forces' substantial involvement in the party's management; (iii) a party having such relationship with the Antisocial Forces that shows reliance on the Antisocial Forces; (iv) a party who cooperates and is not involved with the maintenance or operation of any Antisocial Forces by providing funding to any Antisocial Forces or any similar act; or (v) a party who is engaged in a socially condemnable relationship with the Antisocial Forces. In the event that Supplier breaches the foregoing representations and warranties herein, Buyer shall be entitled to terminate this Order at Buyer's sole discretion and Supplier shall not have a claim for damages against Buyer if this Order is cancelled. Supplier agrees the Supplier shall compensate Buyer for any damages of the Buyer incurred by Supplier's breach in connection with the foregoing representations and warranties.

23. Force Majeure. In the event of force majeure, strike, riot, civil commotion, war, epidemic, quota, embargo or other causes or circumstances beyond the control of Buyer, which affects completion of this Order by Buyer, Buyer may cancel this Order or postpone shipment or payment without any liability. Supplier shall immediately notify Buyer of any actual or threatened labor dispute that may delay or affect performance under this Order.
24. Miscellaneous. No waiver, or failure by either party at any time to enforce any of its rights hereunder, shall constitute a continuing waiver for any particular breach or a waiver for any subsequent or different breach. Supplier shall not assign (by change in control or otherwise) this Order or subcontract any portion of its performance without Buyer's prior written consent. Buyer may assign (by change in control or otherwise) this Order without the consent of Supplier. In the event that any provision contained in these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining terms will not be affected, will continue to be valid and enforceable to the fullest extent permitted by law, and shall be construed and carried out according to this Order's original terms. Supplier warrants that it has not offered or given or will ever offer to any representative of Buyer any gratuity as a way of securing any business from Buyer. Any breach of this clause shall be a material breach of every contract between Buyer and Supplier. Supplier's obligations under Sections 2, 5, 8-12, and 14-24 shall survive the termination of this Order. Except as otherwise expressly set forth in this Order, this Order may not be amended or modified except through a written instrument signed by Buyer and Supplier.

Rev. July 2018

