

STARTUP-SIM STANDING SUPPLIER CONTRACT

Supplier Co. # COMPANY 4 Buyer Co. # COMPANY 8 Current Q 5

Product CHIP X Grade(s) X3 (See also next page)

First shipment Q Q6 Last shipment Q Q6 (At least two Q)

Units to ship in **Q5** 35 (000s) Surface (S) or Air (A) S Price/Unit 95

Currency EUR (See note)

Ship goods from Area # US Ship goods to Area # EUR

Payment schedule: Cash 50 % A/P1 50 % A/P2 %

OTHER REGULATIONS

Unless otherwise specified the price indicated above will increase in the second and following Qs of delivery by a cumulative 2 percent per quarter (price rounded to the nearest unit of contracted currency).

If this contract is prematurely broken by unilateral action, the defaulting party agrees to pay damages of 10 percent of the aggregate then outstanding value of the contract, the value to be determined by multiplying quantity and price specified by the number of quarters in default.

Should added regulations be needed, use next page. DO NOT FORGET TO SIGN THE APPENDIX, IF USED!

Note: Payment will be made from the buyer's area to the seller's area. Default currency is that of the seller's area. Default payment method is the A/R routine of the seller's area. The seller is always responsible for transfer costs.



President, Supplier
SARRAZIN Alban



President, Buyer
CHOUKRI Massin

Standing Contracts must be signed by both parties and delivered to the Administrator.

"Other regulations" are illustrative only. However, they will apply unless crossed out or amended.

VITAL NOTE: SELLER MUST SUBMIT THE H6 FORM EACH Q TO IMPLEMENT THIS CONTRACT. TO BE VALID BEFORE THE COURT, BUYER MUST HAVE SUBMITTED IDENTICAL DATA ON THE WORD VERSION OF B2B FORMS.

Notify the administrator if you continue the agreement beyond official termination date. (Especially critical if there is a wholesaler advantage)

PROVIDE THE ADMINISTRATOR WITH A COPY OF THIS APPENDIX (if used) IN THE QUARTER IN WHICH IT IS BEING SIGNED. THIS IS THE ONLY WAY THE COURT WILL HELP IN ENFORCING OR INTERPRETING THE CONTRACT IN CASE OF DISAGREEMENT OR MISUNDERSTANDING.

ADDITIONAL REGULATIONS:

Detailed delivery schedule, units (000) per quarter:

Same as indicated above.

Buyer/seller (indicate which party or parties, if any) has the right to vary size of shipment by max. 5%. To be valid, notice must be given the other party one quarter ahead of manufacture.

Prices assume currency fluctuations will not exceed +/- 10%.

Price list by grade (in currency of contract), before the 2% inflation adjustment:

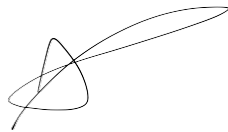
Grade _____ Price _____;

Price indicated above will not increase in the second and following Qs of delivery by a cumulative 2 percent per quarter (price rounded to the nearest unit of contracted currency).

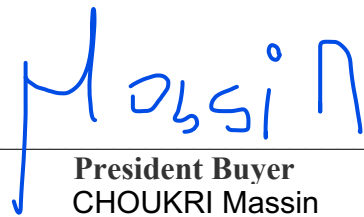
If no prices stated above, renegotiation for upgrades is assumed. Should seller be unable to deliver grade specified in a given Q, seller has the right to cancel the contract in $Q(t+1)$. If needed, seller has to expedite the grade in Q_t .

Other contingencies: (E.g. for air shipments, buyer may agree to pay all extra costs of seller)

NOTE: REGULATIONS ON THIS PAGE VALID ONLY IF INITIALED BY BOTH PARTIES. This also applies to any additional pages used.



President Supplier
SARRAZIN Alban



President Buyer
CHOUKRI Massin