

TEXAS INSTRUMENTS LIMITED ("TI")
Terms and Conditions of Purchase ("Purchase Terms")

1. Scope

1.1 These Purchase Terms shall apply to the supply of all goods and services ("**Supplies**") to TI for which TI issues individual purchase orders ("**Purchase Orders**").

1.2 If a supplier of **Supplies** ("**Seller**") proposes its own terms and conditions, then these shall not be binding on TI save to the extent they are expressly accepted in writing by an authorized TI representative. Acceptance of and/or payment for **Supplies** by TI shall not be construed as acceptance by TI of **Seller's** terms and conditions even if TI is aware of such terms and conditions.

1.3 Changes, modifications, waivers, additions or amendments to these **Purchase Terms** shall not be binding on TI save to the extent that they are in writing and signed by an authorized TI representative. A waiver of the written form shall also be made in writing.

2. Applicable Law

The validity and interpretation of these **Purchase Terms** and any **Purchase Order** shall be governed by English law, without reference to conflict of law principles.

3. Venue

Exclusive place of jurisdiction for all disputes arising out of or in connection with these **Purchase Terms** shall be the English courts in London. TI is also entitled to sue **Seller** at **Seller's** principal place of business.

4. Release of Information

4.1 Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed), publicly announce or otherwise disclose, the existence or the content of any **Purchase Order**. Nothing in these **Purchase Terms** shall be construed as granting any rights to **Seller** (a) in any TI intellectual property or rights; (b) to use TI's trade marks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (c) to use TI as a reference account.

4.2 Any knowledge or information that **Seller** may disclose to TI shall not be deemed to be confidential information and shall be acquired by TI free from any restrictions as to use or disclosure thereof, unless TI shall have agreed to accept confidential information from **Seller** pursuant to a duly executed nondisclosure agreement defining TI's obligations with respect to such information.

5. General Indemnity

Seller shall indemnify and keep indemnified TI, its officers, directors, employees, agents, affiliates, successors and assigns, against all claims, losses, damages, costs and other expenses (including reasonable legal fees) ("**Claims**"), arising out of or related in any way to: (a) the **Supplies** delivered hereunder; (b) any act or omission of **Seller**, its employees or agents in connection with the performance of any **Purchase Order**; (c) failure of **Seller**, its employees, or agents to comply with applicable laws and regulations in connection with the performance of any **Purchase Order**; or (d) breach by **Seller**, its employees, or agents of these **Purchase Terms**.

6. Insurance

Seller shall obtain and maintain in force adequate insurance coverage, including product liability insurance.

7. Inspection Quality System

7.1 TI is entitled to verify or have verified the quality of **Supplies** at any production stage in **Seller's** facility. Verification may consist of a physical assessment or surveillance of **Seller's** facilities and quality programs and/or a source inspection. Deficiencies identified during such verification shall be corrected by **Seller** in the most expeditious manner possible. **Seller** shall provide all reasonable facilities and assistance for the safety and convenience of personnel engaged in such verification. **Seller** shall include in each subcontract **Seller** enters into appropriate provisions to the same effect.

7.2 **Seller** shall ensure that the manufacturing processes used meet all the requirements of any drawings, specifications and engineering changes, including requirements specific to the applicable **Purchase Order**. **Seller** shall maintain an inspection system sufficient to verify that it is meeting such requirements. Further, at TI's request, **Seller** shall provide objective evidence that such inspection system has been implemented and is in operation.

8. Acceptance and Warranty

8.1 **Inspection upon Delivery.** Acceptance of **Supplies** by TI will not be deemed to take place until after arrival at the TI facility specified in a **Purchase Order** and after reasonable inspection by TI. Inspection may be performed by TI at its discretion on a statistical sampling basis. TI may reject an entire lot based on defects revealed by such inspection with no further liability to **Seller**. TI may return the rejected lot to **Seller** for (at TI's option) replacement or credit. The inspection performed by TI on receipt of goods is without prejudice to TI's rights to return **Supplies** to **Seller** that exhibit or develop defects during or after installation or testing of the end product.

8.2 **Seller** represents and warrants that **Supplies** provided by **Seller** under any **Purchase Order** conform to the requirements, specifications, drawings, samples and other descriptions furnished by TI or referenced in a **Purchase Order** and that they are of good material and workmanship and free from all defects in manufacture or design, and of merchantable quality and fit for their intended purpose. Such warranties by **Seller** shall inhere to the benefit of TI and its customers. TI's approval of designs furnished by **Seller** shall not relieve **Seller** of its obligation under this warranty. **Seller's** warranty shall be effective for the period of time set forth on the face of the applicable **Purchase Order**, or if no such time is set forth on the face of the relevant **Purchase Order**, the warranty shall be effective for three (3) years after the date of TI's acceptance of the **Supplies**, or for such longer period specified by **Seller**. **Seller** agrees that shipment of **Supplies** constitutes certification that all such **Supplies** conform in all respects to the applicable requirements, specifications, drawings, samples or other descriptions furnished by TI or referenced in the relevant **Purchase Order**. **Seller** will make process control data, inspection and test reports covering **Supplies** and their parts available for review and examination by TI or its authorized representatives to verify conformance to such applicable specifications and drawings. A certificate of conformance must accompany individual shipments when so specified on applicable specifications or drawings, or in a relevant **Purchase Order**.

8.3 **Seller** shall, at **Seller's** expense and at TI's option, promptly repair, replace or refund to TI amounts paid for any **Supplies** that do not conform to this warranty. All costs associated with returning non-conforming goods shall be borne by **Seller**. Non-conforming goods shall be returned freight collect to **Seller**. **Seller** shall send replacement material freight prepaid and **Seller** shall also bear the cost of premium transportation when TI indicates that obtaining such replacement material places critical time or delivery schedule constraints on TI. If non-conforming goods from **Seller** have been incorporated in products sold by TI, or if such non-conformances otherwise cause harm to TI's direct or indirect customers, then **Seller** shall reimburse TI for all reasonable expenses and

for all penalties incurred by TI in connection with any recall or other return of such goods (or items incorporating them).

8.4 **Services.** **Seller** represents and warrants to TI that any services to be provided under these **Purchase Terms** or a specific **Purchase Order** will be provided in accordance with good industry

practice using a standard of skill and care that is no less than that ordinarily exercised by experienced and competent contractors performing services of a similar nature to the services to be provided under the **Purchase Orders**. Further, **Seller** represents and warrants that the services will be proper and sufficient for the purposes contemplated by **Purchase Orders**.

8.5 The above remedies shall be in addition to and not in lieu of any and all remedies available to TI under applicable law.

9. TI Property

9.1 **Seller** conveys to TI full and clear ownership and title to all goods, special drawings, dies, patterns, tooling, intellectual property or other items paid for by TI and **Seller** further represents and warrants that it has the right to do so.

9.2 Any materials, equipment, special drawings, dies, patterns or other items that may be provided by TI to **Seller** ("**Assists**") shall remain the property of TI unless otherwise specified. **Seller** shall preserve **Assists** in good condition, reasonable wear and tear excepted, and shall return them when the applicable **Purchase Order** has been completed or terminated, or at any other time if requested by TI. **Seller** shall not use **Assists**, or any special drawing, die, pattern, tool or other item made by **Seller** for the use of or delivery to TI, or for use by **Seller** in supplying TI, for any purpose other than supplying TI, without TI's prior written consent. All risk of loss of or damage to **Assists** shall be upon **Seller** from the time of shipment to **Seller** until redelivery to and receipt by TI. **Assists** shall be stored separately by **Seller** and marked as property of TI.

10. Rights in Work Product

10.1 In the course of its performance under any **Purchase Order**, **Seller** may conceive or reduce to practice inventions, discoveries, improvements, concepts, in tangible or intangible form, written materials, documentation, databases, designs, discs, tapes, programs, software, architectures, files and other material (collectively "**Work Product**"). Any and all rights in intellectual property, including rights under copyright and rights in patents, trade marks, designs, databases, know-how, trade secrets and other confidential information, whether registered or not and including any applications for the foregoing and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (collectively "**Intellectual Property Rights**") in and to the **Work Product** shall be the exclusive property of TI from the date of inception. **Seller** shall transfer or assign such **Intellectual Property Rights** to TI or, where such a transfer or assignment is not possible, grant TI an exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual, irrevocable license to use and exploit such **Intellectual Property Rights**. The remuneration for such transfer, assignment or license shall be included in the remuneration agreed in the respective **Purchase Order**. The **Work Product** shall be deemed to be TI confidential information and shall not be disclosed to any third party or used by **Seller** or others without TI's prior written consent.

10.2 Notwithstanding the above, **Seller** and its licensors shall retain any and all pre-existing **Intellectual Property Rights** whether in tangible or intangible form, and developed, acquired or prepared by **Seller** prior to the issuance of the respective **Purchase Order** (collectively "**Pre-Existing Rights**"). To the extent that **Seller's** **Pre-Existing Rights** are embedded in or are an integral part of any **Supplies** provided to TI under any **Purchase Order**, **Seller** grants to TI a perpetual, irrevocable, worldwide, nonexclusive, transferable license (with the right to sub-license) to make, have made, use, reproduce, modify, distribute and display such **Pre-Existing Rights**. The remuneration for such license shall be included in the remuneration agreed in the respective **Purchase Order**. **Seller** shall notify TI in advance of any **Pre-Existing Rights** to be embedded in or made an integral part of any **Supplies**.

10.3 **Seller** represents and warrants that it has, or will have, prior to commencement of work under any **Purchase Order** by any employee or third party performing work on behalf of **Seller**, valid and sufficient arrangements or agreements with such employee or third party such that all rights in and to all **Intellectual Property Rights** made by such employee or third party vests in **Seller**. **Seller** shall acquire any employee inventions pertaining to or embodied in any **Work Product** and shall compensate such employee inventors in accordance with the applicable statutory requirements.

11. Intellectual Property Rights Indemnity

11.1 **Seller** shall indemnify and keep indemnified TI, its affiliates, officers, directors, agents, employees, and vendees (mediate and immediate), at **Seller's** expense, against all **Claims** that the purchase, use, or sale of **Supplies** and/or **Work Products** infringe(s) any third party **Intellectual Property Rights**. **Seller** shall not be obligated to defend or be liable for costs and losses to the extent the **Claim** is solely due to and would not have occurred but for (a) **Seller's** compliance with designs furnished by TI to **Seller** or (b) modification by TI of **Supplies** that was not authorized by **Seller**.

11.2 Without prejudice to Section 11.1, if any **Supplies** are, or in TI's reasonable opinion are likely to become, the subject of a **Claim**, **Seller** shall, at its sole expense, procure the right for TI to continue using the **Supplies**. In the event **Seller** cannot procure such rights, **Seller** shall, at its option, either modify the **Supplies** to make them non-infringing, but still functionally equivalent, or replace the **Supplies** with functionally equivalent **Supplies** that are non-infringing.

12. Changes

12.1 From time to time, TI is entitled to change any of the drawings, specifications or instructions for work covered by any **Purchase Order**. In such event, **Seller** shall attempt to comply with such reasonable change notices. If such changes result in a decrease or increase in **Seller's** cost or in the time for performance, **Seller** shall notify TI in writing of its request for an adjustment in the price or time of delivery within five (5) business days after its receipt of the change notice. The parties will negotiate in good faith regarding any adjustments in the price and time for performance to be made. Any such adjustments must be agreed by authorized representatives of the parties in writing.

12.2 **Seller** shall not make any changes in manufacturing, materials, testing, configuration or otherwise that alter the form, fit or function of the **Supplies** nor shall it make any changes to any specifications or requirements, unless it has obtained TI's prior written consent.

13. Cancellation

13.1 TI shall be entitled, without any liability to **Seller**, to cancel **Purchase Orders** where **Supplies** are scheduled for delivery more than three (3) months after the order date by giving at least two (2) months prior notice.

13.2 TI is entitled to cancel any **Purchase Order** in whole or in part at any time by written notice to **Seller**. Such notice shall state the extent and effective date of such termination and, upon receipt of such notice, **Seller** shall comply with TI's directions pertaining to work stoppage and the placement of further orders or subcontracts.

13.3 Within three (3) months after TI's cancellation notice under Section 13.2, the parties shall negotiate in good faith with regard to the amount of reimbursement, if any, to be paid to **Seller** for work performed prior to TI's notice of cancellation and/or the amount of prepayments to be

refunded by **Seller** to **TI** for work not performed. **Seller** shall mitigate its claim to the maximum extent possible. The provisions of this paragraph shall not limit or affect **TI's** right to terminate any **Purchase Order** for cause.

14. Liability

14.1 TI WILL IN NO EVENT BE LIABLE TO SELLER OR THIRD PARTIES FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE ORDER OR THESE PURCHASE TERMS. TI's liability to Seller under these Purchase Terms or any Purchase Order shall not exceed the purchase price for goods or services delivered and accepted under the applicable Purchase Order.

14.2 Nothing in these Purchase Terms shall limit TI's liability in respect of any claim for fraud, death or personal injury caused by the negligence of TI or TI's employees.

15. Prices

15.1 Prices shall be as stated in the applicable Purchase Order.

15.2 If Seller issues a general price decrease for any equipment and/or materials similar to the items described in any Purchase Order, a comparable price reduction shall automatically apply to the items described in such Purchase Order.

15.3 No extra charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by TI in writing. Pricing by weight, where applicable, covers net weight of material.

16. Payment Terms

Invoices will be paid within the time period specified in the applicable **Purchase Order**. Payment term starts upon **TI's** receipt of the relevant invoice. Invoices may only be issued after delivery. Invoices must include a valid **Purchase Order** number corresponding to the applicable **Purchase Order**. Provision by **Seller** of bank information to which payment should be sent will facilitate more efficient payment. **TI** shall have the right to set off any amounts which may become payable to **Seller** by **TI** against any amounts **Seller** may owe to **TI** under this **Purchase Order**.

17. Taxes

With the exception of Value Added Tax ("**VAT**") which, if applicable, shall be at the rate valid at the time of delivery, **Seller** is responsible for all taxes imposed by any tax authority or government entity in connection with any **Purchase Order**. Each payment to be made by **TI** under a **Purchase Order** shall be subject to any deduction, withholding or set-off of tax as may be required under applicable laws, and **Seller** will upon request provide **TI** with appropriate tax documentation that is necessary to prevent or minimize such deduction, withholding or set-off of tax. Every invoice must include **Seller's VAT** Identification Number.

18. Delivery

18.1 Delivery will be made in accordance with the Incoterm specified in the relevant **Purchase Order**. If no Incoterm is specified, then the applicable Incoterm shall be DDP (Incoterms 2010). Time of delivery is of the essence. **Seller** shall notify **TI** as soon as it becomes aware of a possible delay in delivery.

18.2 Failure to meet agreed upon delivery dates shall be considered a material breach of contract and, in addition to any other rights available to TI under these Purchase Terms or at law, TI is entitled to cancel the affected Purchase Order without liability if it becomes clear that TI-specified delivery dates will not be met.

18.3 TI is entitled to reject late shipments and return them to Seller at Seller's expense.

18.4 Seller shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet **TI's** delivery schedule. It is **Seller's** responsibility to comply with this schedule, but not to anticipate **TI's** requirements. **TI** is entitled to return to **Seller Supplies** shipped to **TI** in advance of schedule, at **Seller's** expense.

18.5 TI is entitled to reschedule the delivery of any unshipped **Supplies** for later delivery within ninety (90) days of the originally scheduled delivery date without liability.

19. Contingencies

19.1 Force Majeure. If, despite **Seller's** best efforts, **Seller** is prevented from delivering or **TI** is prevented from receiving **Supplies** as a result of governmental actions or regulations, fires, strikes, accidents, natural disasters or other unforeseeable causes beyond the control of the party affected thereby ("**Affected Party**"), the obligation to receive or deliver shall be suspended for no longer than a reasonable time during which such causes continue to exist. The **Affected Party** must (a) give the other party immediate, detailed notice of the initial situation as soon as possible; (b) deliver ongoing detailed status reports to the other party regarding its efforts to fully remedy the situation; and (c) deploy all available reasonable resources to mitigate adverse impacts of the delay. Should such cause persist for more than forty-five (45) days, the other party is entitled to cancel the affected **Purchase Order** without liability.

19.2 Seller is not excused by Section 19.1 from any of its obligations due to any reasonably foreseeable or preventable situation (including, but not limited to, late or insufficient deliveries by other suppliers, personnel turnover, labor disputes or strikes involving **Seller's** own personnel, third party equipment or software changes).

20. Over-Shipments

Seller shall ship only the quantity(ies) specified in the applicable **Purchase Order**. **TI** reserves the right to return any overshipment at **Seller's** expense.

21. Packing and Shipping Instructions

Seller shall ensure that shipments are properly packed and described in accordance with **TI** specifications and /or applicable carrier regulations. Shipments will be made in accordance with **TI's** shipping instructions.

22. Trade Compliance

22.1 Seller acknowledges that all products, services, proprietary technical data and information, or any other items provided to **Seller** by **TI** or otherwise obtained by **Seller** from **TI** pursuant to any **Purchase Order** may be subject, in particular, to U.S. Government, English or European export control laws and regulations. Unless prior authorization is obtained from the competent authority, neither **Seller** nor its subsidiaries shall export, re-export, transfer, or release, directly or indirectly, any items, including **Supplies** and any products, equipment, software (or direct product thereof), technology (or direct product thereof), technical data or technical information (written or otherwise) provided to **Seller** by **TI** including **Assists** ("**TI Material**"), to any destination, country or person to which the export, re-export, transfer or release of any such items would be prohibited by any applicable export control laws or regulations. Without limiting the generality of the foregoing, **Seller** shall control the disclosure of and access to **TI Material** in accordance with applicable export controls laws and regulations.

22.2 If, pursuant to these Purchase Terms, Seller provides any TI Material or Supplies to any third party who is permitted by TI to receive such items, such as Seller's permitted subcontractors, Seller shall give notice of the need to comply with such laws and regulations to such third party.

Seller will be responsible for obtaining any export, re-export licenses or any other government authorizations required for the export or re-export of any **TI Material** or **Supplies**.

22.3 Notwithstanding anything to the contrary contained on the face of this Purchase Order, including any specified Incoterm, Supplier shall be solely responsible for payment of all applicable tariffs, duties, levies and similar costs in connection with the import or export of goods supplied hereunder. Supplier shall, at no additional cost to TI provide cooperation and prompt support in connection with any TI's requests for information reasonably necessary to respond to inquiries from customs authorities, facilitate preferential tariff treatment or to otherwise comply with applicable import laws and regulations. Such cooperation shall include, without limitation, Supplier providing Harmonized Tariff Schedule codes and Export Control Classification Numbers for all goods supplied hereunder, along with any supporting origin documentation as may be reasonably requested by TI.

22.4 Seller will not prepare or execute any import or export documentation or make any certification or representation on behalf of **TI** relating to the importation, exportation or re-exportation of any **TI Material** or **Supplies** except as specifically authorized by **TI** employees designated in writing by **TI** for such purposes. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under any **Purchase Order**. If government approvals cannot be obtained, it shall be deemed a force majeure event and Section 19 shall apply.

23. Supply Chain Security

Seller will comply with applicable **TI** supply chain security requirements in providing **Supplies** for **TI** and will provide supply chain security information to **TI** as requested, including information about **Seller's** status with regard to the US Customs Trade Partnership Against Terrorism (C-TPAT) initiative and the European Union Authorized Economic Operator (AEO) program, including provision of **Seller's** C-TPAT account number and AEO certificate number, where applicable. If requested by **TI**, **Seller** will ship goods using only **TI**-authorized transportation providers.

24. Subcontractors

Seller shall not subcontract any portion of the work to be performed by it under any **Purchase Order** without **TI's** prior written consent.

25. Seller Ownership Change

Seller will notify **TI** immediately in writing in the event **Seller** is acquired by or merges with any other company or a majority or controlling interest in **Seller** is obtained by another company.

26. Ozone Depleting Substances

Except where **TI** has given written approval to **Seller** in advance of shipment, **Seller** shall not use or introduce a Class I ozone depleting substance or introduce a Class II ozone depleting substance (as such terms are defined in 40 CFR 82.104) or use or introduce substances that deplete the ozone layer within the meaning of the Regulation (EC) No 1005/2009 and/or other European and/or local rules of a similar nature, as applicable (collectively "**ODS**"), into any **Supplies** or part thereof. Where **TI** has agreed to accept **Supplies** containing or manufactured using an ODS, **Seller** will label the **Supplies** with a warning or will otherwise effectively warn **TI** of such use in accordance with 40 CFR 82, Subpart E, or will label the **Supplies** in accordance with Regulation (EC) No 1005/2009 and/or other European and/or local rules of a similar nature (as applicable). Should **Seller**, where permitted under the foregoing rules, choose to warn **TI** through a mechanism other than a warning label or other warning accompanying the shipment, a copy of such warning shall be sent to **TI** in advance of shipment.

27. TI - Controlled Chemicals and Materials Specification, REACH

27.1 Seller shall comply with the **TI - Controlled Chemicals and Materials Specification**, Number 6453792, which is updated from time to time and is located at <http://wpl.ext.ti.com>.

27.2 Seller shall (a) comply with the Regulation (EC) No 1907/2006 (REACH) and/or other European and/or local rules of a similar nature; (b) ensure that all registration requirements under the foregoing rules are fulfilled; and (c) provide to **TI** all information and data, including safety data sheets, required to be provided under the foregoing rules, or required by **TI** to fulfill its obligations under the foregoing rules.

28. Ethical Conduct

28.1 Seller's provision of **Supplies** shall be in accordance with the highest ethical standards. **TI** will not do business with any entity or person that **TI** believes has engaged in unethical practices. **TI** expects its suppliers to abide by this policy and not to engage in any activity that results or may result in a conflict of interest, embarrass **TI**, or harm **TI's** reputation. **Seller** will: (a) maintain transparency and accuracy in corporate record-keeping and (b) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property. **Seller** will not engage in corrupt practices, including public or private bribery, kickbacks or any activity, practice or conduct which would constitute an offence under the **Bribery Act 2010** ("**Bribery Act**").

28.2 Seller will (a) comply with all applicable laws relating to anti-bribery and anti-corruption, including the **Bribery Act** ("**Anti-Corruption Laws**"); (b) have, maintain and comply with its own policies and procedures (including its own adequate procedures as determined in accordance with the **Bribery Act**) to ensure its compliance with **Anti-Corruption Laws**; and (c) comply with any and all policies and procedures which **TI** may notify to **Seller** from time to time relating to **Anti-Corruption Laws**. **Seller** will ensure that any of its directors, employees, agents and any other associated person (as determined in accordance with section 8 of the **Bribery Act**) who is performing services in connection with a **Purchase Order** does so only on the basis of a written contract which imposes on such person an obligation to comply with equivalent provisions as those imposed on the **Seller** in this Section and shall ensure that each such person complies with such provisions.

28.3 In the event of any breach of Section 28 Seller will be entitled, at its sole discretion, to terminate any or all current Purchase Orders.

29. Conflict Minerals

29.1 Seller will promptly provide information to **TI**, in the format reasonably requested by **TI**, to assist **TI** in meeting its obligations or responding to third-party requests relating to conflict minerals, such as gold, tungsten, tin, and tantalum and their derivatives, ("**Conflict Minerals**") as such minerals are defined pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations as amended periodically or other US, European and/or local rules of a similar nature, as applicable (collectively, the "**Conflict Minerals Rules**"). The foregoing includes but is not limited to providing **TI** with information relating to **Seller's** process for determining the source of any **Conflict Minerals** supplied to **TI** or used in **Supplies** rendered to **TI**.

29.2 Seller further agrees to comply, to the extent applicable to **Seller**, with the **Conflict Minerals Rules** and the then-current **TI** Conflict Minerals Policy located at <http://wpl.ext.ti.com>. **Seller** will adopt policies and establish systems to procure **Conflict Minerals** from sources that have been third-party verified as conflict free.

30. Antidiscrimination and Humane Treatment of Workers

30.1 Seller will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs.

30.2 Seller will assure that products (including parts) will not be produced, manufactured, mined,

or assembled with the use of forced, prison, or indentured labor, including debt bondage, or with the use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). **Seller** will not require workers to remain in employment for any period of time against their will. If **Seller** provides housing or eating facilities, it will assure the facilities are operated and maintained in a safe and sanitary manner.

30.3 Seller will operate safe, healthy and fair working environments, including managing operations so that overtime does not create inhumane working conditions. **Seller** will pay workers at least the minimum legal wage. **Seller** will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law.

30.4 Seller will (a) comply with all applicable laws relating to anti-slavery and human trafficking, including the Modern Slavery Act 2015 ("**Anti-Slavery Laws**"); (b) have, maintain and comply with its own policies and procedures to ensure its compliance with **Anti-Slavery Laws**; and (c) comply with any and all policies and procedures which **TI** may notify to **Seller** from time to time relating to **Anti-Slavery Laws**. **Seller** represents and warrants in providing **Supplies** to **TI** that neither **Seller** nor any of its officers or employees has been convicted of any offence or been the subject of any investigation, inquiry or enforcement proceedings involving slavery or human trafficking. **Seller** will implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chains. **30.5 Seller** will notify **TI** promptly upon becoming aware of (a) any breach or potential breach of its own, or **TI's** anti-slavery policy, or (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with any **Supplies**.

30.5 In the event of any breach of Section 30.4, or following any notification under Section 30.5, the parties will discuss in good faith how such breach can be rectified and the timescale for rectification. **Seller** will be entitled, at its sole discretion, to terminate any or all current **Purchase Orders** (a) if the parties fail to agree such rectification, (b) such rectification does not occur within the agreed timeframe, or (c) there is a serious breach of **Anti-Slavery Laws** by **Seller** or its supply chain is identified (whether or not such breach is capable of rectification).

31. Data Protection

31.1 TI will collect, process and use personal data of **Seller** for managing and administering the **Seller** relationship, including the performance of the **Purchase Order** and communication in relation to any **Purchase Order**. As applicable, **TI** may further process personal data of **Seller** for purposes of security and access control to **TI** facilities and enabling appropriate usage of **IT** infrastructure and **TI** assets.

31.2 For the above purposes, personal data of **Seller** may be shared with other **TI** affiliates and/or third party service providers, including entities located in countries not providing for the same level of data protection as considered adequate in the European Union.

31.3 Data subjects concerned by **TI's** processing of personal data will, in accordance with applicable laws, have the right to access, rectify and ask for the deletion of their personal data and/or, for legitimate reasons, to object to its collection, processing or use.

32. Record Keeping and Audits

32.1 Seller shall identify, create and safely retain full and detailed accounts and exercise all such controls as may be necessary or helpful for proper financial management, documentation and compliance under any **Purchase Order**. **Seller's** records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data related to any **Purchase Order** ("**Records**") shall be preserved for a period of three (3) years after final payment or for such longer period as may be required by law.

32.2 TI shall have the right to audit all of **Seller's Records** (in whatever form they may be kept, whether written, electronic or other) and operations related to any **Purchase Order**. **Seller** shall provide **TI's** external auditors (and internal auditors, provided **Seller** consents) that are under a professional obligation to secrecy with access to **Seller's** offices and/or manufacturing locations and relevant records and physical items during normal business hours, for purposes of auditing **Seller's** compliance with these **Purchase Terms** or the terms of any **Purchase Order**. **TI** shall provide **Seller** with twenty-four (24) hours prior written notice of its intention to audit **Seller**. **Seller** shall include in its agreements with permitted subcontractors audit provisions that allow **TI** to directly audit such subcontractors, to the same effect as the foregoing.

33. Waiver

Any failure of **TI** to enforce any of the provisions of these **Purchase Terms** at any time, or for any period of time, shall not constitute a waiver of such provisions nor of **TI's** right to enforce each and every provision.

34. Severability

Should any provision of these **Purchase Terms** be or become invalid, the remaining provisions shall remain unaffected.

March 2016

subject to change