

STANDARD TERMS AND CONDITIONS OF PURCHASE (Global – For Goods and Services)

1. **Scope of Agreement.** This purchase order is an offer by Diodes Incorporated and its subsidiaries (collectively, “**Diodes**”) for the purchase of the goods and/or services (collectively, the “**Products**”) specified on the face of this purchase order (“**PO**”) from the party to whom the PO is addressed (“**Seller**”) solely in accordance with and subject to these Standard Terms and Conditions of Purchase (the “**Terms**”), together with the terms and conditions on the face of the PO (collectively, the “**Order**”). Diodes’ willingness to purchase Products from Seller is expressly conditioned on Seller’s acceptance of the Order. These Terms prevail over any terms or conditions contained in any other documentation, except the conflicting language contained in the PO, and expressly exclude any of Seller’s general terms and conditions of sale, any pre-printed forms or order acknowledgements, or any other document issued by Seller in connection with this Order. Seller will not condition any delivery upon the abrogation or modification of any of the terms and conditions included in this Order. Diodes hereby expressly objects to and rejects any terms proposed in Seller’s acceptance or acknowledgement of Diodes’ offer which add to, vary from, or conflict with the Order. Such additional or different terms will be deemed a material alteration of these Terms and deemed void and unenforceable. To the extent there is a conflict between the terms of the PO and these Terms, the terms of the PO will govern solely with respect to the conflicting language.

2. **Acceptance.** Acceptance of this PO is expressly limited to, and conditioned upon, acceptance of the Terms herein, which cannot be altered or amended without Diodes’ express written agreement. Any of the following acts constitute Seller’s acceptance of this PO and these Terms: (i) Seller’s execution and return of the acknowledgment copy of this PO or Seller’s own order acknowledgment, provided that Seller’s own order acknowledgment includes all the material terms set forth in PO and contains no conflicting language with the PO; (ii) Seller’s commencement of performance pursuant to this PO; (iii) Seller’s delivery of any of the Products ordered; or (iv) Seller’s acceptance of any payment by Diodes hereunder. Acceptance will be binding upon Seller and Seller’s successors and assigns. No PO will be binding upon Diodes prior to Seller’s acceptance as provided herein. Diodes may revoke, amend, or modify this PO for convenience at any time prior to Seller’s acceptance Seller’s consent.

3. **Pricing.** All prices will be as stated in this PO and are firm and not subject to escalation. No variation in the price nor extra charges can be made (whether on account of labor or transport costs, fluctuation in exchange rates, or otherwise) without the prior written consent of Diodes. Unless otherwise specified in writing, prices will be in Diodes’ local currency and inclusive of all charges including, but not limited to: packaging material, packing, shipping, loading, carriage, insurance and delivery of Products, duties, imposts, levies, and taxes including value added tax. Seller represents and warrants that the prices set forth in this PO are at least as low as those currently being quoted by Seller to commercial users for the same Products at similar quantities. If no price is stated for any Product, the price for that Product will be the lowest price currently quoted or charged by Seller for that Product, but in no event higher than the price most recently quoted or charged to Diodes by Seller for that Product. If at any time before full performance of an Order Diodes notifies Seller that Diodes has received a written offer from another supplier for similar goods or services at a price lower than the price set forth in this PO, Seller must immediately meet the lower price for any undelivered Products. If Seller fails to meet the lower price, in addition to other rights or remedies, Diodes may terminate the balance of any applicable PO without liability. If the Products are not delivered on the due date per this Order, then, without prejudice to Diodes’ other rights under this Order, the price of the delayed Products will be reduced by an amount equal to five percent (5%) of the original price for each calendar day which elapses between the due date and the date of actual delivery.

4. **Taxes.** Each party shall be responsible for the payment of any and all taxes such party is obligated to pay pursuant to all applicable laws and regulations.

5. **Changes.** Diodes may at any time prior to delivery make changes in writing relating to the PO, including changes in the drawings or specifications, method of shipment, quantities, packing, or time or place of delivery, and Seller will immediately comply therewith, including even when Products are already in transit but not yet delivered. If such changes result in an increase in cost of, or time required for, performance of the PO based on reasonable and unavoidable costs, an equitable adjustment may be made to the price, delivery schedule, or both, which must be approved by Diodes in writing; provided, however, that any claim of Seller for adjustment is deemed waived unless made in writing within ten (10) calendar days after receipt of Diodes’ notice of the change. Seller will promptly notify in writing Diodes of any proposed changes to the Products, any raw materials used for the Products, any certificates relating to the Products, the production processes that may affect any agreed specifications, performance of the Products, or any change to the Product production site (collectively,

Proposed Changes”). Seller will include full, complete and accurate details of any Proposed Changes in a written notice to Diodes and obtain Diodes’ prior written approval before any Proposed Changes can be implemented by the Seller.

6. **Invoicing and Payment.** After each delivery made or service provided under this PO, Seller will send a separate proper value-added tax (VAT) invoice, including PO number and item numbers, accompanied (if applicable) by a bill of lading or express receipt. Payment of invoice will not constitute acceptance of Products and remain subject to appropriate adjustment for failure to meet the requirements of this Order. Diodes may set off any amount owed by Seller to Diodes under this Order or any other agreement against any amount owed by Diodes to Seller under this Order. Unless otherwise agreed in writing, undisputed invoices will be paid sixty (60) calendar days end-of-month from the date Diodes receives Seller’s invoice.

7. **Delivery.**

a. All Products will be packed and shipped in accordance with this Order and with all applicable laws and regulations. In the absence of any specific instructions on the PO or applicable laws and regulations, Seller will comply with best practices to ensure the Products’ safe arrival at Diodes’ destination listed on the PO at the lowest transportation cost. Risk and full title, as well as the unrestricted property right in the Products (including without limitation any and all intellectual property rights relating to the intended use of the Products), will pass from Seller to Diodes according to the delivery term on the PO; and if no such term is specified, it will be DDP (Incoterms 2020). Seller will mark on containers all necessary handling, loading and shipping instructions. An itemized packing list will be included with each shipment. Seller will be solely liable for any delay, errors, omissions or mistakes in the shipment or delivery of the Products resulting from any incomplete or incorrect information provided by Seller. Unless Diodes has otherwise agreed in writing, Seller must deliver the exact quantities specified. Diodes reserves the right to reject incomplete deliveries or any deliveries shipped in excess of the quantities indicated on the PO, including partial deliveries and delivery by separate installments. No replacement or substitution will be made for any such Products unless previously authorized in writing by Diodes. Further, if Seller plans to make any change to Diodes’ material specifications for Products under this Order, Seller must immediately notify Diodes in writing and receive Diodes’ prior written approval before putting into effect such change.

b. **TIME IS OF THE ESSENCE ON THIS ORDER.** If delivery cannot be made at the specified time and place in accordance with the Order, Seller will promptly notify Diodes of the earliest possible date for conforming delivery and will only deliver the Products after receiving written approval from Diodes. Notwithstanding such notice, and unless otherwise agreed by Diodes in writing, such delay will entitle Diodes to terminate, without liability, this Order as to Products not yet delivered and Products that had delivered in contravention of this Order, by notice effective upon receipt by Seller. If Diodes approves the delayed delivery in writing, Diodes will have right to require Seller to Diodes a late delivery fee calculated at the rate of 5% of the purchase price of the Products involved in the late delivery or the maximum amount permitted by law for each day of delay beginning on the day of the originally agreed delivery date and ending on the date of receipt of such delayed Products by Diodes. Further, if a late or short delivery causes Diodes to be delayed or in breach of an order with a customer and Diodes suffers damages as a result (including having to pay expedited shipping or penalties pursuant to Diodes’ order with its customer, or having to procure replacement Products from an alternative supplier), Seller will make Diodes whole from any such resulting damages, without prejudice to any other remedies or rights Diodes may have in the event of late or short delivery hereunder.

c. If in order to comply with Diodes’ required delivery date it becomes necessary for Seller to ship by a more expensive method than specified in this PO, Seller will bear responsibility for any increased transportation costs, unless the necessity for such rerouting or expedited handling has been solely caused by Diodes. Diodes’ receipt or acceptance of all or part of a nonconforming delivery will not constitute a waiver of any claim, right, or remedy that Diodes has under this Order or under applicable law. Diodes will be entitled to retain, but will not be bound to pay for, any excess and such excess will be and remain at Seller’s risk. No early deliveries will be accepted or paid for unless Diodes notifies Seller in writing of its intention to accept and pay for such deliveries.

d. Seller will take any and all necessary actions to ensure that (i) the Products will be duly protected from any damage likely to be caused by fluctuations in temperature, exposure to sunlight, or other relevant factors may affect the quality of the Products; and (ii) all data, information, materials, manuals, documentation, etc. provided by Seller concerning the Products are accurate and complete and conform to the agreed specifications

8. **Inspection.**

a. All Products under this PO are subject to Diodes' inspection, test, and acceptance. Products will only be deemed accepted when they have been counted, inspected, and tested by Diodes and found to be in conformance with the Order. Diodes will have the right to inspect and test Products at any time before, during, and after manufacture, and Seller will not unreasonably refuse any request by Diodes or Diodes' authorized representatives to carry out such inspection and testing and will provide all facilities reasonably required. If, as the result of such inspection or testing, Diodes is not satisfied that the Products are in compliance with the Order and with the specifications as provided by Seller, Seller will take all steps necessary to ensure such compliance. Without prejudice to any other rights Diodes may have under these Terms, Seller acknowledges that precise conformity with the PO, these Terms, and any applicable specifications is of the essence and that any lack of conformity will be deemed a material breach.

b. Products rejected and/or Products supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to Diodes' other rights, be returned to Seller at Seller's expense, including all expenses of unpacking, examining, repackaging, reshipping, and insuring during reshipping such Products. Any Product(s) Diodes requires to be corrected will be replaced, reformed, or corrected by, and at the expense of, Seller promptly after Diodes' written request. If, after being requested by Diodes, Seller fails to promptly replace, reperform, or correct any defective Product within the delivery schedule, Diodes may, in its sole discretion take some or all of the following actions: (i) replace or correct such Product and charge to Seller the cost occasioned thereby, (ii) without further notice, terminate this Order for default and receive a refund for the Products, or (iii) require an appropriate reduction in price of the Product(s). Acceptance of any Products will not remove Seller's responsibility for any defect, nonconformity, or breach of warranty discovered by subsequent inspection, analysis, manufacturing operations, use or otherwise. Diodes will not be deemed to have accepted the Products until it has had a reasonable period to inspect the Products following delivery, having regard to the perishability, sensitivity, and shelf life of the Products in question. Diodes will also have the right to reject the Products as though they had not been accepted for sixty (60) calendar days after any latent defect in the Products has become apparent. In the event of such a latent defect, Diodes will have the right to require Seller provide the remedies as listed herein this **Section 8(b)** in addition to the right to reimbursement of transportation costs for any replacement and payment of damages incurred by Diodes as a result of the latent defect. Nothing contained in these Terms will relieve Seller from the obligations of testing, inspection, and quality control.

9. **Termination.**

a. Diodes may terminate all or any part of this Order without liability at any time for its convenience upon written notice to Seller.

b. Diodes may terminate all or any part of this Order without liability in the event of (i) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller; (ii) the appointment, with or without Seller's consent, of any trustee or receiver for any substantial portion of Seller's assets; (iii) any assignment for the benefit of Seller's creditors; or (iv) Seller's material breach of any of the Terms herein. In the event of termination pursuant to this **Section 9(b)**, Diodes may procure, upon such terms and in such manner as Diodes may deem appropriate, goods or services comparable to the Products covered by the PO as so terminated, and Seller will be liable to Diodes for any excess cost of such comparable goods or services. For the avoidance of doubt, termination pursuant to **Section 9(b)** will not entitle Seller to claim any form of compensation, damages, or the like from Diodes, and such termination is without prejudice to Diodes' right under **Section 15** and any other terms hereunder.

c. Upon termination, Diodes may require Seller to deliver to Diodes in the manner and to the extent directed by Diodes, any completed or partially completed Products, and Diodes' will provide payment for the portion of the price properly allocable to such Products. Upon Diodes' request, Seller will promptly, at its own cost and expense, return to Diodes all Diodes Property (as defined in **Section 14** below), including without limitation Diodes Materials (as defined in **Section 10** below), and Diodes IP (as defined in **Section 12** below), and will promptly, and in no event later than five (5) business days from termination, remove, at its own cost and expense, all of Seller's equipment remaining on Diodes' premises.

d. Any termination of the Order is without prejudice to the rights, duties, and liabilities of either Seller or Diodes which accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

10. **Diodes Materials.** Diodes, directly or indirectly, may pay for or furnish to Seller any tools, dies, molds, patterns,

jigs, masks, and other equipment and materials furnished by or on behalf of Diodes or paid for by or on behalf of Diodes, for the purpose of this PO (collectively, together with any replacements, “**Diodes Materials**”). Title in and ownership of the Diodes Materials remains with Diodes at all times. Seller will safely store Diodes Materials separately from Seller’s property, will plainly identify such property as Diodes Materials and will not use, in any other manner whatsoever, such Diodes Materials except in filling this or other POs for Diodes. All Diodes Materials will be held at Seller’s risk, be maintained in good condition, be kept free from any liens or claims of creditors of Seller or other third parties, will be insured by Seller at its expense for an amount equal to its replacement cost and with Diodes named as loss payee, and will be returned promptly to Diodes or Diodes’ designee upon the earlier of Diodes’ request or the termination or completion of this Order.

11. **Safety.** In the event that Seller is required, as a part of its fulfillment of this PO, to perform work or services on Diodes’ premises or premises controlled or in the possession of Diodes, Seller will observe and cause Seller’s Personnel (defined in **Section 14** below) to observe all safety standards, including adhering to Diodes’ safety standards and security requirements. Seller assumes entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death) or damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of such work in connection with this PO by Seller or any Seller’s Personnel. Seller will indemnify and hold Diodes harmless from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, (including attorneys’ fees) and liabilities, contingent or otherwise, whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property which may occur or be alleged to have occurred as a result of or in connection with the performance of such work in connection with this PO or any Seller’s Personnel. Upon written request, Seller will provide to Diodes proof of Seller’s liability / public liability / product liability / professional indemnity and workers’ compensation insurances, risk assessment method statements, or health and safety policy, as well as proof of observance and compliance with all applicable access policies and procedures related to premises owned, controlled or otherwise in the possession of Diodes.

12. **Insurance.** Seller will effect and maintain at its own cost insurance coverage at a level as would be expected from a supplier of the Products under this Order and for such period as is necessary to ensure that insurance is provided for all of Seller’s liabilities arising under or in connection with the PO irrespective of when any claim in relation to any such liability is made. At Diodes’ request, a certificate of such insurance will be filed with Diodes, which certificate will specify that Diodes is an additional named insured and loss payee and will be given at least thirty (30) calendar days’ prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage. Liability insurance limits will not be construed to limit Diodes’ right of indemnity hereunder.

13. **Warranties.**

a. In addition to any other express or implied warranties, Seller warrants that all Products delivered hereunder will be merchantable, new, suitable for the uses intended and operate as intended, of the highest quality, free from all defects in design, material and workmanship, will conform to all samples, drawings, descriptions, and specifications furnished by or on behalf of Diodes, and will be free of liens, pledge, right of retention, security interests, and other encumbrances. The Products will be produced, delivered and carried out in a professional manner and in accordance with all applicable prevailing industry standards and best practices. If Seller knows or has reason to know the particular purpose for which Diodes intends to use the Products, Seller warrants that such Products will be fit for such particular purpose.

b. To the extent applicable, Seller warrants that software Products provided hereunder will perform substantially in accordance with applicable Product specifications in accordance with Diodes’ requirements and applicable laws and regulations in effect at the time of delivery and will not contain any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Diodes of its lawful right to use the software.

c. To the extent applicable, Seller warrants that services included as Products will be performed in a timely, skillful, professional, and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet its obligations under this Order.

d. To the extent applicable, Seller warrants that all Products will fully comply with the applicable laws, regulations and standards, whether agreed or statutorily required, for the intended application, use and purpose. Seller agrees to procure and maintain in full force and effect any and all necessary permits, license, authorizations, orders and approvals of and to make all filings, applications and registrations with applicable government authority (“**Permits**”) that are required to perform and comply with the Order, including but not limited to all the Permits required pursuant to **Section 20**, **Section 21**, **Section 22**, **Section 23**, and **Section 24**.

e. To the extent applicable, Seller warrants that the use, sale or re-sale of the Products by Diodes will not be subject to any legal restrictions or any third-party license or other requirements arising out of the production of the Products.

f. To the extent applicable, Seller warrants to fully comply with the Diodes policies, procedures, standards and guidelines related to general quality requirements, material management, retention samples, license and approvals, transportation, packing and marking, re-tapping, indication on documents, certificate of analysis, complaint handling, production safety, business ethics, supply chain, environmental requirement, as may be identified by Diodes and notified to Seller from time to time.

g. To the extent applicable, Seller warrants that it is presently in compliance with all applicable laws, regulations, contractual obligations and internal policies relating to data privacy and security or Personal Data.

h. These warranties will survive any delivery, inspection, acceptance, payment, or resale of the Products and will extend to Diodes and Diodes’ customers. Any applicable statute of limitations runs from the date of Diodes’ discovery of the noncompliance of the Products with the foregoing warranties. Seller will indemnify and hold Diodes harmless for all damages arising out of any breach of these warranties. These warranties will be construed as conditions as well as warranties and are cumulative and in addition to any other of Seller’s standard warranties or other rights or warranties, which Diodes may have or obtain.

i. If Diodes gives Seller notice of noncompliance with this Section, Seller will, at its own cost and expense, replace or repair any defective or nonconforming Products, correct all software Products not performing substantially in accordance with applicable Product specifications or software warranties herein, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products to Seller and the delivery of repaired or replacement Products to Diodes. If after notice Seller fails promptly to replace or repair any such Product or to correct any such software Product, Diodes may do so without further notice and Seller will reimburse Diodes for all costs incurred thereby. If Diodes is unable to replace or repair any such Product or to correct any such software Product, Seller will promptly refund to Diodes the full purchase price paid for all such Products within thirty (30) calendar days of a written notice from Diodes, and Diodes will be entitled to revoke, terminate, amend or modify all the POs with respect to such Products ordered by Diodes and not yet performed or fulfilled. In addition to the warranties above, Seller will extend all warranties it receives from its vendors to Diodes, and to Diodes’ customers.

14. Intellectual Property.

a. Seller acknowledges and agrees that all Diodes Materials, specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information or data, and all other intellectual and industrial property, written, oral, or otherwise, furnished by Diodes or on Diodes’ behalf, and all intellectual property rights and proprietary rights associated with the foregoing, including without limitation any patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (collectively “**Diodes IP**”) are and will remain Diodes’ sole and exclusive property, and will be returned promptly to Diodes or Diodes’ designee (together with all copies) upon the earlier of Diodes’ request or the termination or completion of this Order. Diodes will be the sole and exclusive owner of all rights, titles and interest (all intellectual property right to be owned according to the applicable laws) in any improvements, innovations or revisions to any Diodes IP made by Diodes or Seller or by both.

b. Unless expressly agreed upon in writing by Diodes, nothing in this Order will be construed as granting, conveying or conferring any rights to Seller, either express or implied, (i) in any Diodes IP; (ii) to use Diodes’ trademarks, 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 (iii) to use Diodes as a reference account. This provision will survive the expiration, termination or cancellation of this Order.

c. Seller acknowledges and agrees that any copyrightable Product made, designed, or developed for Diodes in connection with the performance of this Order, together with any associated copyrights, are works made for hire and the exclusive property of Diodes. To the extent that any writings or copyrightable Product may not, by operation of law, be works made for hire, Seller hereby irrevocably assigns to Diodes the ownership of and all rights of copyright in such items, and Diodes will have the right to obtain and hold in its own name, rights of copyright, copyright registrations and similar protections which may be available in the works. Further, Seller hereby assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations, and improvements, and the related patents, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, made or conceived by Seller or its agents, employees or permitted subcontractors (collectively, “**Seller’s Personnel**”) in connection with the performance of this Order. Seller agrees to cooperate to the extent Diodes may reasonably request, for the purposes of executing, filing, prosecuting, and protecting the foregoing. If for any reason, Diodes is unable to secure Seller’s signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it hereunder, or to enforce such rights, Seller hereby appoints Diodes as its duly authorized attorney-in-fact, solely and exclusively to act for and on Seller’s behalf to execute and file such documents with the same legal force and effect as if executed by Seller and for no other purpose.

d. Seller represents and warrants that the Products delivered hereunder do not infringe any United States or foreign patent, trademark, trade secret, or copyright, or any proprietary, intellectual property, industrial property, contract, or other right held by any third party. Seller agrees to indemnify, hold harmless, and defend Diodes and its officers, directors, employees, affiliates, successors, agents, distributors, customers, other vendors, and permitted assigns (each an “**Indemnified Party**” and collectively “**Indemnified Parties**”) against all demands, claims, judgments, decrees, costs and expenses, and attorney’s fees incident to any proceeding which may be brought against an Indemnified Party based on a claim of alleged copyright, trademark, mask work right, trade secret, or patent infringement, as well as for an alleged claim of unfair competition resulting from similarity in design, trademark, or appearance of Products furnished under this Order, unless the Products are solely of Diodes’ design or formula. If such a claim is or is likely to be made, Seller will, at its own expense, or if the Products, or any part of the Products, become, or in Seller’s opinion are likely to become, subject to such a claim of infringement, Seller will promptly and at its own expense either: i) procure for Diodes the right to continue using the Products, ii) replace such Products with satisfactory, non-infringing Products, or iii) modify the Products in a way satisfactory to Diodes so as to be non-infringing, or iv) at Diodes’ request, accept the cancellation and return (at Seller’s expense) of infringing Products without Diodes having any cancellation liability and refund to Diodes any amount paid for such infringing Products. Diodes will notify Seller of third-party claims against Diodes and reasonably cooperate in the investigation, settlement, and defense of such claims at Seller’s expense.

15. **Indemnification.** Seller will defend, indemnify, and hold Diodes and the Indemnified Parties harmless against any and all claims, losses, personal injury or death, liabilities, damages, costs, or expenses, including attorneys’ fees and court costs, and will defend all actions and proceedings at Seller’s sole expense, resulting from the breach or alleged breach of any representation, warranty, or agreement made by or on behalf of the Seller in this Order, including, without limitation, Seller’s obligations to deliver Products pursuant to this Order, defects of any kind in the Products purchased under this Order, or from any act or omission of Seller under this Order. This indemnification will be in addition to all other obligations of Seller under this Order.

16. **Limitation of Liability.** IN NO EVENT WILL DIODES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES, COSTS, EXPENSES, LEGAL FEES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, OPPORTUNITY COSTS, OR LOSSES CAUSED BY NEGLIGENCE) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIODES’ TOTAL LIABILITY FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY UNDER THIS ORDER WILL NOT EXCEED THE LESSER OF THE PURCHASE PRICE OF THE PRODUCTS THAT ARE THE SUBJECT MATTER OF THE CLAIM OR THE AMOUNT PAID FROM DIODES TO SELLER FOR THE APPLICABLE PO IN THE TWELVE (12) MONTHS PRIOR TO THE SUBJECT MATTER OF THE CLAIM. Such exclusion of liability does not include that stemming from personal injury or death resulting solely from the Diodes’ willful misconduct or gross negligence, or fraud.

17. **Record Keeping.** Seller will identify, create and safely retain full and detailed accounts, books and records, and exercise all such controls as may be necessary for proper financial management, quality system management, documentation and compliance in connection with this Order. Seller's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data related to this Order ("**Records**") will be preserved for a period of no less than three (3) years after final payment or for such longer period as may be required by law. Seller will maintain transparency and accuracy in corporate record keeping and act lawfully and with integrity in handling competitive data and third party proprietary information and intellectual property.

18. **Auditing.** Diodes has the right to audit compliance with the provisions of this Order at any time upon reasonable notice to Seller, including but not limited to reasonable steps to achieve compliance for audit requests from Diodes' own customers. Seller will permit Diodes or its agents access to Seller's premises at any time during normal business hours for the purpose of inspecting, auditing, verifying, monitoring, or testing Seller's obligations under this Order, and Seller will allow Diodes and its authorized representatives reasonable access to Seller's personnel, employees, representatives for audit purposes. Diodes will be entitled at any time during normal business hours to inspect or cause to be inspected such records, documents, and other apparently relevant information as Diodes may reasonably require and will be entitled to be supplied without charge with any copies or extracts therefrom. For clarity, the audit to be conducted by or on behalf of Diodes may include any social, environmental or sustainability related aspects of Seller's operations. At Diodes sole discretion, Seller will participate in additional supplier diligence reviews, including but not limited to a "supplier review mechanism" operated by or on behalf of Diodes as part of Diodes' responsible supply chain management practices.

19. **Confidentiality.**

a. Any information or data furnished by or on behalf of Diodes to Seller under this Order, including but not limited to Diodes Materials, all information contained in the PO, all information obtained by Seller through accessing Diodes Systems (as defined in **Section 21** below) and Diodes IP, whether in the form of specifications, drawings, reprints, technical information, equipment prototypes, forecasts, schedules, or other technical or business information, as well as any Diodes and third-party information received, observed or accessed by Seller or Seller's Personnel in the performance of its obligations under this Order (collectively, "**Diodes Property**") will be deemed Diodes' confidential and proprietary information, will be kept confidential, and will be promptly returned to Diodes at Diodes' request. Seller will hold in confidence and protect it from unauthorized use or disclosure by using at least the same degree of care as Seller would take to avoid unauthorized use or disclosure of its own confidential information of a similar nature, but in no event less than reasonable care. Seller will not disclose Diodes Property except to Seller's Personnel who have a need to know as required in the performance of their duties for the purposes of the Order without Diodes' prior written permission. Seller will not use such Diodes Property for any purpose other than performing this Order. Nothing contained in this Order will be construed as an obligation of Diodes to disclose Diodes Property to Seller or as granting to or conferring on Seller, expressly or by implications, any rights or license to Diodes Property.

b. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by or on behalf of Seller (including Seller's Personnel) to Diodes will be deemed secret or confidential. Any knowledge or information that Seller or Seller's Personnel may disclose to Diodes will be acquired by Diodes free from any restrictions as to use or disclosure thereof, unless Diodes agreed to accept confidential information from Seller pursuant to a duly executed nondisclosure agreement defining Diodes' obligations with respect to such information.

c. Seller will not make or authorize any news release, advertisement, or other disclosure which will deny or confirm the existence or the terms of this Order without the prior written consent of Diodes, except as may be required to perform this Order. Notwithstanding anything to the contrary herein, if Diodes and Seller have entered into a separate and valid confidentiality agreement covering the subject of this Order, and a term of that agreement conflicts with these Terms, then the term of that agreement will prevail.

d. With respect to the confidentiality of Diodes Property, Seller will ensure that its respective employees, subcontractors, agents and affiliates will at all times comply with a confidentiality agreement which, in all material respect, is identical to the Terms, and a separate agreement confidentiality agreement entered by Seller and Diodes, if any.

20. **Privacy and Data Protection.** Seller and Diodes acknowledge that there is no intent to exchange any information relating to an identified or identifiable natural person ("**Personal Data**") in connection with this Order. To the extent that performance under the Order requires Seller to collect, process and/or use any Personal Data, Seller will promptly notify

Diodes and will not interact with such Personal Data until the parties have entered into a data processing agreement (“DPA”). In the event that Seller interacts with such Personal Data prior to entering into a negotiated DPA, then Seller agrees to strictly comply with the data processing requirements contained in the DPA found at <https://www.diodes.com/assets/Company/Diodes-Data-Processing-Addendum.pdf>, as updated from time to time by Diodes by posting an updated version at the same hyperlink (the “**Diodes DPA**”).

21. **Cybersecurity.**

a. Seller and Diodes acknowledge and agree that there is no need or intent to provide access to any of Diodes’ internal computer networks owned or controlled by Diodes and any tools and equipment connected thereto, and related software (“**Diodes Systems**”), and if such access is needed, Seller will promptly notify Diodes and enter into a separate written agreement. If, in connection with the performance of this Order, Seller requires access to Diodes Systems prior to entering into such agreement, Seller will and will cause Seller’s Personnel to fully comply with the Diodes policies, procedures, standards and guidelines related to the access and use of the Diodes Systems, any specific security practices and requirements contained in this **Section 21** and as may be identified by Diodes and notified to Seller from time to time, and any other information technology and security related requirements previously agreed between the parties.

b. For the duration of this Order and to the extent necessary to provide the Services, Diodes grants Seller a non-exclusive, non-transferable, revocable, limited right, to access, use, and perform activities on and/or within Diodes Systems solely for the purposes of providing the Products under this Order, provided each party agrees to the manner and configuration in which such access and use will be granted. Diodes must approve in writing all Seller Personnel prior to accessing Diodes Systems. Seller will immediately (and within no more than twenty-four (24) hours) provide written notice to Diodes if Seller Personnel is terminated or no longer requires access to Diodes Systems to perform services set forth in this Order. Diodes may, in its sole discretion, revoke or suspend access to Diodes Systems for any of Seller’s Personnel, including for non-compliance with the requirements of this **Section 21** or misuse of the Diodes Systems, and Seller will be responsible for any delays resulting from such revocation or suspension and pay for any additional costs, expenses, or penalties incurred by or on behalf of Diodes in connection with such delays.

c. Seller acknowledges and agrees that Seller Personnel do not have any expectation of privacy with respect to Diodes Systems and Diodes may, in its sole discretion, monitor, intercept, analyze, assess, or evaluate any and all activity or communications occurring on or within Diodes Systems. Seller Personnel will, at any and all times, exercise commercially reasonable care to protect the security, operability, and functionality of the Diodes Systems and will not (without prior written approval from Diodes) undertake any of the following: (i) use Diodes Systems for non-business, personal purposes, (ii) gain or attempt to gain access to portions or segments of Diodes Systems to which access has not been granted, (iii) distribute or attempt to distribute malicious software to Diodes Systems, (iv) unless authorized to do so by Diodes, spy or attempt to install spyware or other unauthorized monitoring or surveillance tools to Diodes Systems, (v) use Diodes Systems to download, store, or distribute materials in violation of Diodes or any third party’s copyright or intellectual property rights, (vi) create undue security risks or negatively impact the performance of Diodes Systems, or (vii) install software in Diodes Systems or copy, decompile, recompile, disassemble, reverse engineer, modify, combine, or otherwise commercially exploit any software within Diodes Systems. For the avoidance of doubt, Seller Personnel will not exfiltrate, export, or transfer any data or information from Diodes Systems, unless approved separately in writing by Diodes.

d. Diodes and Seller will agree, in writing, to the manner and technical configuration in which Seller Personnel will be granted remote access Diodes Systems. In the event Seller Personnel is granted a username and password to enable access to Diodes Systems, Seller Personnel must (i) employ implement and maintain commercially reasonable measures to safeguard and protect said username and password, (ii) refrain from providing said username and password to any third party, and (iii) immediately (and within twenty-four (24) hours) provide written notification to Diodes in the event the confidentiality of said username and password is compromised. Seller will (i) ensure each Seller Personnel is aware of, understands, and complies with the terms and conditions set forth in this Order, (ii) be fully liable to Diodes for any harm or damage to Diodes Systems that arises from a Seller Personnel’s violation of the terms and conditions set forth in this Order, and (iii) accept all responsibility and liability for all activities that occur under a username created by Diodes to enable Seller Personnel access to Diodes Systems.

22. **Compliance with Laws and Code of Supplier Conduct.** Seller represents and warrants that it will comply with the Diodes Corporate Social & Environmental Responsibility Supplier Code of Conduct (“**Code of Supplier Conduct**”) (<https://www.diodes.com/assets/Sustainability-Site-Assets/Corporate-Social-and-Environmental-Responsibility-Supplier->

[Code-of-Conduct.pdf](#)) as well as all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this PO, including, without limitation: any applicable national, state, and local laws, ordinances, and regulations; customs and import/export regulations, including all US and non-US export control laws; C-TPAT; Uyghur Forced Labor Prevention Act and Section 307 of the Tariff Act of 1930; economic and financial sanctions maintained by the United States, the United Kingdom, European Union and other applicable jurisdictions; ethical standards and anti-corruption laws, including the US Foreign Corrupt Practices Act and the UK Bribery Act; conflict minerals regulations; environmental regulations, including WEEE Regulations; REACH, and RoHS; COSHH; COMAH; and DSEAR. At Diodes' request, Seller will provide appropriate representations and/or certificates of compliance, as well as any supporting documents (including supply chain due diligence records, inventory records, supplier invoices, certificates of origin, import and export records, and docking and warehouse receipts).

23. **Human Rights Protection.** Seller acknowledges that Diodes expect Seller and Seller's Personnel as well as their suppliers and vendors to respect and protect internationally recognized human rights, to adhere to the UN Guiding Principles on Business and Human Rights and ILO Declaration on Fundamental Principles and Rights at Work, and to design and implement policies and procedures that align Seller's operations with these internationally recognized human rights principles. 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, and will provide safe, healthy and fair working environments, including managing operations so ensure that (a) workers are paid at least the minimum legal wage, (b) overtime does not create inhumane working conditions, (c) all housing and eating facilities, if provided by Seller, are operated and maintained in a safe and sanitary manner, (d) workers are not required to remain in employment for any period of time against their will, and (e) workers are free to join, or refrain from joining, associations of their choosing or any collective bargaining, unless otherwise prohibited by law. Seller represents and warrants that the Products 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 ("ILO") for minimum age (ILO-C138) and child labor (ILO-C182).

24. **Export Control.**

a. Exports, re-exports, and transfers of products, services or any other items provided to Seller by Diodes or otherwise obtained by Seller from Diodes in connection with this Order (collectively, the "Items") may be subject to U.S. and non-US export controls and sanctions. Seller acknowledges and agrees that (i) it will comply with all applicable laws and regulations, (ii) the Items may not be exported, re-exported, sold or transferred to U.S. and other applicable jurisdictions' embargoed, sanctioned, or restricted destinations, persons, or entities without first obtaining any necessary governmental authorization, and (iii) it will require all of its Seller's Personnel and its suppliers and vendors to comply with the requirements set forth in this **Section 24.**

b. Each party will, at its own expense, secure export and import authorizations necessary to fulfill its obligations under this **Section 24.** Seller will indemnify and hold the Indemnified Parties (including its agents and representatives) harmless against any claims arising out of Seller's non-compliance with this section. If any required authorization cannot be obtained, or in the event Seller breaches this **Section 24,** Diodes may terminate, cancel, or otherwise be excused from any obligations that it may have under these Terms. This **Section 24** will survive termination or cancellation of this Order.

25. **Minority, Women Gender Responsive Procurement.** Seller acknowledges that Diodes strives to include in its supply chain certified minority, women-owned or gender-responsive businesses, especially in the United States. Seller also acknowledges that Diodes strongly encourages every supplier participating in Diodes' supply chain to have a well-established process to source from certified minority, women-owned or gender-responsive business.

26. **Government Contracts.** POs that specify a government contract number or otherwise indicate that the materials purchased are intended for use under government contracts or subcontracts will be subject to and deemed to incorporate all clauses and provisions which are contained in such contracts and subcontracts which are applicable to Seller. It is Seller's responsibility to notify Diodes in writing if Seller will be furnishing Products which are non-commercial items pursuant to a government contract.

27. **Force Majeure.** Neither party will be deemed to be in breach or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Order due to any cause arising from or attributable to acts, events, omissions, or accidents beyond the reasonable contemplation and control of such party, including, without limitation: strikes, lockouts or other industrial disputes, protests, acts of God, pandemic or epidemic,

war, national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, explosion, flood, or storm (collectively, “**Force Majeure**”). If Seller’s performance is affected by Force Majeure, it will give written notice to Diodes and provide relevant evidence proving the occurrence of such Force Majeure and certificate(s) issued by relevant authorities (if any) as soon as reasonably possible after becoming aware of the Force Majeure, specifying the nature and extent of the delay. Seller will not be entitled to payment from Diodes in respect of extra costs and expenses incurred by virtue of the Force Majeure. Diodes may terminate all or any portion of the Order without liability to Seller if such Force Majeure extends beyond thirty (30) calendar days of Diodes’ requested delivery date.

28. Governing Law and Jurisdiction.

a. With respect to any dispute between the parties hereto relating to this Order, for the purposes of resolving the dispute, the parties agree (i) to irrevocably submit and consent to the exclusive jurisdiction of the courts or arbitral tribunals and corresponding governing laws listed on the table below, as determined by the location of the Diodes entity listed on the PO, and such courts and arbitral tribunals will be the exclusive proper forum for the determination of any dispute arising in connection with this Order; and (ii) the arbitral award (only applicable in situations where the Diodes entity listed on the PO is located in Hong Kong/Taiwan/Japan/Korea/rest of Asia as outlined below) will be final and binding on the parties. If either party refuses to perform any or all of its obligations under the final arbitral award (following appeal, if applicable) within thirty (30) calendar days of such award being rendered, then the other party may enforce the final arbitral award in any court of competent jurisdiction and the parties unconditionally submit to the jurisdiction of such court for the purpose of any proceeding seeking such enforcement.

Location of the Diodes entity listed on the PO	Jurisdiction/Dispute Resolution Mechanism	Governing Law
China	Court located in Minhang District, Shanghai (this Agreement is executed in Minhang District, Shanghai)	Laws of the People’s Republic of China
Hong Kong/Taiwan/Japan/Korea/Rest of Asia	Arbitration conducted by the Chinese Arbitration Association, Taipei (“CAA”) in accordance with the arbitration rules of the CAA. The place of arbitration will be in Taipei and the language of the arbitration will be in Mandarin Chinese.	Laws of Taiwan
North America, South America and other countries not covered herein	Texas courts, Collin County	Law of the State of Texas
Europe	English courts	English laws

b. Each party, to the fullest extent it may effectively do so under the applicable law, irrevocably (i) waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court or arbitral tribunal, any objection that it may now or hereafter have to the establishment of the venue of any such suit, action, or proceeding brought in any such court or arbitral tribunal, and any claim that any such suit, action, or proceeding brought in such court or arbitral tribunal has been brought in an inconvenient forum, and (ii) consents to process being served in any such suit, action, or proceeding by mailing a copy thereof by registered or certified air mail, postage prepaid, return receipt requested, to the address of such party set forth in the PO. Each party agrees that such service (x) will be deemed in every respect effective service of process upon such Party in any suit, action, or proceeding and (y) will, to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal delivery to such party.

29. Assignment; Ownership Change. This Order is not assignable by Seller without Diodes’ prior written consent and any unauthorized attempt to assign any rights, duties, or obligations arising hereunder will be void. This Order will be binding upon each party and their successors and permitted assigns. Seller will notify Diodes 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 (“**Change of Control**”). For the avoidance of doubt, notwithstanding such notice, any assignment arising out of such acquisition , merge, or Change of Control will be subject to Diodes’ prior written consent.

30. **Waiver.** Failure by Diodes to exercise or enforce any rights hereunder will not be deemed to be a waiver of any such right nor operate as to bar the exercise or enforcement thereof at any time or times thereafter.

31. **Sub-contracting.** Seller may not subcontract any performance of its contractual obligations under this Order, including provision of services included on a PO, without Diodes prior written consent. Any such consent will not relieve Seller of its responsibility for the performance of its obligations under this Order and it will remain all liable for all of its obligations under this Order irrespective of whether the subcontractor has performed the obligations or omitted to perform the obligations. Seller will ensure that any permitted subcontractor providing Products hereunder agree in writing to terms and conditions substantially similar to those contained in these Terms. All agreements between Seller and the subcontractors will be Seller's exclusive responsibility and will not affect any of Diodes' rights hereunder. Seller will not rely on a subcontractor's failure to assume responsibility and liability to the Seller as an excuse for refusing or delaying Seller's responsibilities to Diodes hereunder. Any and all liability resulting from the willful or gross negligence of a subcontractor will remain with Seller, regardless of whether Seller brings a claim or lawsuit, or engages in other means of asserting its claims against such subcontractor. Seller's claims or failure to assert claims against its subcontractors will not affect or eliminate Seller's liability to Diodes hereunder. Seller will indemnify and hold Diodes harmless from and against any and all claims, damages or lawsuit arising out of any acts or omissions of its subcontractor.

32. **Notice.** Any notice hereunder will be in writing and addressed to the parties listed herein. Notice will be deemed to have been given if sent by prepaid first-class mail or overnight courier to the party concerned at its last known address as listed herein or updated via notice as provided herein. Notice to Diodes will be to the Diodes legal entity and address listed on the PO. Notice to Seller will be to Seller's address as listed on the PO.

33. **Entire Agreement.** All terms in this Order that, in order to give proper effect to their intent, should survive expiration or termination of this Order will so survive. This Order constitutes the sole and exclusive agreement between the parties and supersedes all previous and contemporaneous understandings, agreements, representations, warranties, and communications, whether oral or written, regarding such subject matter. Diodes' clicking any buttons or any similar actions, such as clicking "I Agree" or "Confirm" to utilize Seller's software or webpage for the placement of orders, will not serve to modify these Terms and is NOT an agreement to Seller's terms and conditions. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF DIODES HAS THE AUTHORITY TO BIND DIODES BY THE ACT OF ELECTRONICALLY ACCEPTING ANY TERMS ON SELLER'S WEBSITE OR PORTAL.

34. **Severability.** If any provision of these Terms is invalid or unenforceable in whole or part by operation of law or otherwise, the provision or part thereof will to the extent that it is invalid or unenforceable be deemed omitted and the remainder of these Terms will remain in full force and effect. The parties agree that the said invalid or unenforceable provision or part thereof will be replaced by a similar but legally valid and enforceable provision that is as close as possible in commercial effect to the invalid or unenforceable provision or part thereof.

35. **Production Continuity.** Throughout the duration of this Order, Seller will have in place a business continuity management process and will make it available to Diodes for review upon request. Such process must outline Seller's policies and procedures of preparedness for maintaining service, consistency, and recoverability in the event of any direct or indirect disruption of production, performance, or service, including how Seller ensures such continuity throughout its own supply chain. If Seller plans to discontinue any of the Products applicable to this PO at any time within one (1) year after final delivery under this PO, Seller will give Diodes at least one hundred eighty (180) calendar days' prior written notice of such discontinuance, during which time Seller will accept reasonable orders from Diodes.

36. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Order will be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from the Order. Neither party will make any representation, guarantee or warranty on behalf of the other party, nor make any false, misleading or deceptive statements or representation to make or cause any third party to misunderstand the relationship between Seller and Diodes. In the event of any dispute between Seller and Diodes Incorporated or any of its subsidiaries who are covered by the applicable Order, such dispute will be resolved between Seller and the affected entity of Diodes. In no event will Diodes Incorporated be held jointly and severally liable with any of its subsidiaries, nor any

subsidiary of Diodes Incorporated will be held be jointly and severally liable with Diodes Incorporated or its other subsidiaries.

37. **Authorization.** Seller represents and warrants that it has been duly authorized to execute, deliver, and perform this PO, and the person signing on Seller's behalf has the power and authority to do so.