



Supplier Counterfeit Material Protection Agreement

This agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20____ ("Effective Date") by and between Delta Elettronica, having place of business at Viale del Ghisallo, 16, 20151 Milano Italy ("Delta"); and _____ a _____ corporation having a principal place of business at _____ and its subsidiaries (collectively "Seller"). In consideration of the mutual promises contained herein, the parties agree as follows:

All components, parts, materials, and devices ("Material") to be delivered to Delta shall be new and not used, reconditioned, and/or repaired, unless a specific agreement is in place. The original manufacturer's markings, labels, date codes, and lot codes must be legible and not altered in any way. Delta may at its discretion request verification of authentication of the lot code or date code of ordered Material as well as request additional material verification methods either prior to or after procurement including, but not limited to, chemical decapsulation, X-Ray, XRF, SEM/EDAX, cross sectioning, and electrical testing. If suspected counterfeit Material is furnished under this Agreement, such Material shall be impounded by Delta and the Seller shall compensate Delta for the material cost. Delta may (at the request of the Seller) provide a sample batch of suspected Material to the Seller for verification and authentication. In addition, Delta reserves the right to send a sample batch of suspected Material to the original manufacturer and/or appropriate authorities for further investigation and disposition.

If suspect Material is confirmed to be counterfeit, Seller shall be liable for all ancillary costs including, but not limited to, impoundment, investigation, removal, and replacement.

Legal Supplier Name ("Seller")

Supplier Representative Date

Title

Delta Elettronica Representative Date

Title