

## Memorandum of Understanding (MOU)

Effective as of November \_\_\_\_, 2024 (“Effective Date”), this Memorandum of Understanding (“MOU”) is executed by and among:

- a. **Malaysia Semiconductor Industry Association (“MSIA”)**, an industry association that is the voice of the semiconductor and electronics industry in Malaysia;
- b. **Associação Brasileira da Indústria Elétrica e Eletrônica (“ABINEE”)**, an industry association existing and organized under the laws of Brazil that represents manufacturers operating in the Brazilian electrical and electronics sectors; and
- c. **Associação Brasileira da Indústria de Semicondutores (“ABISEMI”)**, an industry association existing and organized under the laws of Brazil, dedicated to promoting and representing the interests of the Brazilian semiconductor industry, comprising semiconductor manufacturing and design companies, universities and institutes of teaching, research, development and innovation;

Each MSIA, ABINEE or ABISEMI may be generically and individually referred to as “Party” and collectively as “Parties”

### **Witnesseth:**

WHEREAS, MSIA, ABINEE and ABISEMI are non-profit industry associations that duly organized and acting under the purposes as set forth in their respective Articles of Association, having valuable resources and experience in the semiconductor and electronic component and devices sectors;

WHEREAS, the Parties wish to strengthen the cooperation and jointly promote the development of the semiconductor industry for the mutual benefit of the Parties and related associates and members; and

WHEREAS, such cooperation must serve the Parties’ common interests and contribute to mutually advantageous economic and technology cooperation;

Therefore, in consideration of the foregoing and for other valuable consideration, the Parties hereby agree as follows:

## 1. Purpose:

The purpose of this MOU is to align ambitions, interests and opportunities for collaboration and mutually advantageous economic cooperation and to define possible activities and measures to be jointly made effective by the Parties hereto in good faith, to the extent allowed by their respective articles of incorporation and under the laws and regulations applicable in each Party's jurisdiction, aiming at supporting a closer partnership with respect to semiconductor research, development and innovation, manufacturing, design, professional qualification, among others, which shall include, without being limited to, the following:

### 1.1. Ecosystem Development

- Strengthening the collaboration between the semiconductor ecosystems in both Malaysia and Brazil by facilitating and supporting, to the extent possible, interactions among companies, research and development institutions;
- Promoting, supporting and contributing to the organization of trade missions, business matchmakings, roundtables, seminars, conferences and related events addressed to or that may be of the interest of semiconductor companies and organizations of both Brazil and Malaysia; and
- Assisting on identifying sources of regulatory support.

### 1.2. Supply Chain Resilience

- Contributing to enhancing the supply chain resilience by connecting interested suppliers, manufacturers and service providers from Malaysia and Brazil to optimize sourcing, logistics and distribution networks; and
- Collaborating in the adoption of sustainable practices and international industry standards.

### 1.3. Strategic Planning

- Contributing to the understanding of regulations and incentives that support the semiconductor industry in both countries; and
- Developing joint strategic roadmaps that may outline directions, goals, and areas of growth for the semiconductor sectors.

#### 1.4. Research, Development & Innovation

- Supporting joint R&D programs focused on cutting-edge semiconductor technologies, such as advanced packaging, photonics, nanoelectronics, and quantum computing; and
- Facilitating innovation exchange programs and assist the access to research facilities to support collaborative R&D.

#### 1.5. Talent Development & Exchange

- Assisting on the set up and creation of talent mobility programs and collaborative training initiatives for upskilling and reskilling the workforce in advanced semiconductor technologies; and
- Facilitating and supporting internship programs, joint research opportunities, and industry-academia partnerships to develop a skilled workforce that meets the evolving needs of the semiconductor industry.

## 2. Responsibilities of the Parties:

To the extent possible and as allowed under the laws and regulations of each Party's jurisdiction, MSIA, ABINEE and ABISEMI shall endeavor reasonable efforts based on their respective articles of association and considering the availability of resources to actively contribute to the support and performance of the activities as provided for in the precedent section to ensure the progress and cooperation among the Parties as agreed herein, which include facilitating and supporting access to the necessary resources and expertise as deemed necessary to identify mutual ambitions and explore the business opportunities of common interest.

Regular meetings may be held to ensure the progress and proper alignment of objectives and the achievement of the intended results, as defined among the Parties.

## 3. Confidentiality and Intellectual Property:

The Parties recognize and agree that nothing contained in this MOU shall be construed as granting any sort of property rights, by license or otherwise, to any information of each other (including any of their members and associates), or to any

invention or any patent, copyright, trademark, or any other intellectual property right belonging to any of the Parties hereto.

The Parties hereby acknowledge and recognize that certain information to be exchanged or generated in the due course of the collaboration as set forth in this MOU may be considered sensitive and confidential, or eventually be related to intellectual property rights or any of the Parties, including their respective associates and members.

The Parties agree that without prior written consent obtained from the other Parties, none of the Parties herein shall use or disclose or openly share any confidential information or intellectual property of any of the other Parties, including but not limited to any presentation materials, or materials shared amongst the Parties, regardless of format and the existence of any express indication as to the confidential nature of the information contained therein.

Any materials, information or data exchanged among the Parties, whether containing any specific information or data related to any of the Parties themselves or of any of the Parties' members or associates, or containing any information about any of the Parties' intellectual property, shall be deemed to contain confidential information, unless otherwise specified in writing.

The usage of any information, data or materials, whether in its entirety or not and regardless of format, obtained or received by one Party from any of the other Parties for any purpose other than for the interactions among MSIA, ABINEE and ABISEMI shall be considered prohibited, unless authorized in writing.

#### **4. Term and Termination:**

This MOU shall be valid for two (2) years as of the Effective Date.

Before the expiration of the validity of this MOU, the continuation of the cooperation set forth herein shall be decided through written negotiations. If any of the Parties wish to terminate this MOU, a written notice should be provided at least 30 days in advance to the other Parties. No penalty or charge of any nature shall be imposed by

any of the Parties upon the Party that for any reason decides to terminate this MOU before the validity agreed to herein expires or upon the expiration of this MOU.

Except for Sections 4, this MOU does not constitute any preliminary or effective agreement, promise, proposal, technical and/or commercial partnership, or any other kind of agreement whatsoever that may result in or originate any obligation for any of the Parties other than the intent to engage into cooperation for the mutual interest and benefit of the Parties.

In witness hereof, MSIA, ABINEE and ABISEMI have caused this MOU to be executed by their duly authorized representative as of the Effective Date set forth above.

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**Malaysia Semiconductor Industry Association**

(**“MSIA”**)

By: Dato’ Seri Wong Siew Hai | Title: President

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**Associação Brasileira da Indústria Elétrica e Eletrônica**

(**“ABINEE”**)

By: Humberto Barbato | Title: Executive President

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**Associação Brasileira da Indústria de Semicondutores**

(**“ABISEMI”**)

By: Rogerio Duair Jacomini Nunes | Title: President