SANMINA

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 Sanmina Corporation a Delaware corporation having a principal place of business at 2700 N. First Street, San Jose, California 95134 and its subsidiaries and affiliates (collectively "Sanmina") 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 Sanmina shall be new and not used, reconditioned, and/or repaired. The original manufacturer's markings, labels, date codes, and lot codes must be legible and not altered in any way. Sanmina 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 Sanmina and the Seller shall compensate Sanmina for the material cost. Sanmina may (at the request of the Seller) provide a sample batch of suspected Material to the Seller for verification and authentication. In addition, Sanmina 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

_____ _____
Sanmina Representative Date Title