

DISTRIBUTION AGREEMENT

This Distribution Agreement ("Agreement") is entered into and is made as of March 26, 2018 ("Effective Date"), by and between Lattice SG Pte. Ltd., a Singapore company with principal offices at 101 Thomson Road, United Square #07-02, Singapore 307591 ("Lattice"), and CEAC INTERNATIONAL LIMITED ("Authorized Distributor"), a corporation organized under the laws of People's Republic of China with principal offices at 2nd Floor, CEC Information Building, No.1 Xinwen Road, Futian District, Shenzhen, Guangdong Province, China.

IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

"Products" means semiconductor devices and related products and development tools offered for sale by Lattice and its affiliates during the term of this Agreement and which are listed in Lattice's most recent Lattice Distribution Confidential Price List periodically provided by Lattice to Authorized Distributor during the term of this Agreement ("Price List"). Products also include new products announced for sale by Lattice prior to the issuance of an updated Price List. Products may be changed, abandoned, or added by Lattice, at its sole discretion, and Lattice shall be under no obligation to continue the production of any Product.

2. APPOINTMENT AND AUTHORITY

2.1 Appointment. Lattice hereby appoints Authorized Distributor as a non-exclusive authorized distributor for only the locations described on Addendum "A" attached hereto and incorporated by reference herein ("Authorized Territory"). This appointment is made in respect of Authorized Distributor's activities conducted by its present management and proprietors at the locations set forth in Addendum "A" and may not be assigned or transferred without the prior written consent of Lattice.

2.2 Acceptance and Commitment. Authorized Distributor hereby accepts the appointment described above. Authorized Distributor agrees to maintain an adequate and aggressive sales organization to sell the Products. Authorized Distributor agrees to carry a representative inventory of Products to assure adequate and timely delivery to customers. Authorized Distributor agrees to use its best efforts to actively and diligently promote the sale of Products within the Authorized Territory and agrees to not solicit business outside the Authorized Territory.

2.3 Software Products. Authorized Distributor shall distribute pursuant to this Agreement copies of Lattice's proprietary software tools and media containing intangible intellectual property for use with Lattice's semiconductor products. Authorized Distributor agrees that with respect to all such software and other intangible intellectual property, it does not acquire title but only acquires a limited right to remarket such intellectual property subject to the terms and conditions of Lattice's standard software license agreement(s) as in effect from time to time. The license to use software products will be direct between Lattice and the end user. Authorized Distributor further agrees that such licenses are subject to the terms and conditions of this Agreement, and that the term Products includes software tools, all to the extent permitted by context and all subject to Lattice's ownership interest in all intellectual property and other intangibles, which ownership interest is not transferred pursuant to this Agreement or in any other manner except by an express license agreement executed by an executive officer of Lattice.

Lattice Semiconductor Corporation
111 SW 5th Ave, Suite 700
Portland, Oregon 97204
Attention: General Counsel

16.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them, and supercedes and cancels all prior agreements and understandings on the same or similar subject matter, including those between Lattice and Authorized Distributor's subsidiaries and affiliates. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by or for the other party which is not contained in this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless made in writing signed by the party to be bound thereby. This provision shall not preclude or be construed to override Lattice's policies and procedures on matters affecting Authorized Distributor and Lattice's other distributors, as such policies and procedures are published and updated from time to time, except to the extent any such policies and procedures contain provisions which conflict with a material term of this Agreement. Upon execution of this Agreement the parties agree as to any pre-existing transactions, by virtue of which one or more obligations are yet owing by one party to the other, that such obligations shall be performed pursuant to the terms of this Agreement and all claims arising from such obligations shall be resolved pursuant to the terms of this Agreement. Any person not a party to this Agreement shall acquire no rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act (Cap.53B) or otherwise.

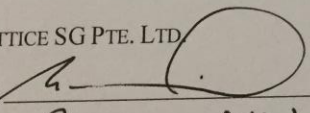
16.11 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement

16.12 Counterparts. This Agreement and any counterpart original thereof may be executed and transmitted by facsimile or electronic transmission in portable document format ("PDF"). The facsimile or PDF signature shall be valid and acceptable for all purposes as if it were an original.

16.13 Representation by Counsel. Authorized Distributor acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it, has no application and is expressly waived. The provisions of this Agreement are to be interpreted in a reasonable manner to effect the intent of parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized officers or representatives as of the date first above written.

LATTICE SG PTE. LTD.

By: 

Name: Byron W. Milstred

Title: President & General Manager

Date: 15 - 3 - 18

CEAC INTERNATIONAL LIMITED

By: 

Name: 

Title: CEO

Date: March 7, 2018