

REFINITIV

DELTA REPORT

10-Q

WDC - WESTERN DIGITAL CORP

10-Q - DECEMBER 27, 2024 COMPARED TO 10-Q - SEPTEMBER 27, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 4694

█	CHANGES	249
█	DELETIONS	3209
█	ADDITIONS	1236

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

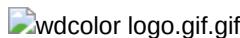
For the quarterly period ended **September 27, 2024** **December 27, 2024**

Or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 1-8703



WESTERN DIGITAL CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware

33-0956711

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

5601 Great Oaks Parkway San Jose, California

95119

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (408) 717-6000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Trading symbol(s)

Name of each exchange on which registered

Common Stock, \$0.01 Par Value Per Share

WDC

The Nasdaq Stock Market LLC

(Nasdaq Global Select Market)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller reporting company	Emerging growth company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of the close of business on **October 22, 2024** **January 22, 2025**, **345,708,453** **347,823,902** shares of common stock, par value \$0.01 per share, were outstanding.

WESTERN DIGITAL CORPORATION INDEX

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Unless otherwise indicated, references herein to specific years and quarters are to our fiscal years and fiscal quarters, and references to financial information are on a consolidated basis. As used herein, the terms "we," "us," "our," the "Company," "WDC," and "Western Digital" refer to Western Digital Corporation and its subsidiaries, unless we state, or the context indicates, otherwise.

WDC, a Delaware corporation, is the parent company of our data storage business. Our principal executive offices are located at 5601 Great Oaks Parkway, San Jose, California 95119. Our telephone number is (408) 717-6000.

Western Digital, the Western Digital logo, SanDisk, and WD are registered trademarks or trademarks of Western Digital or its affiliates in the U.S. and/or other countries. All other trademarks, registered trademarks and/or service marks, indicated or otherwise, are the property of their respective owners.

FORWARD-LOOKING STATEMENTS

This document contains forward-looking statements within the meaning of the federal securities laws. Any statements that do not relate to historical or current facts or matters are forward-looking statements. You can identify some of the forward-looking statements by the use of forward-looking words, such as "may," "will," "could," "would," "project," "believe," "anticipate," "expect," "estimate," "continue," "potential," "plan," "forecast," and the like, or the use of future tense. Statements concerning current conditions may also be forward-looking if they imply a continuation of current conditions. Examples of forward-looking statements include, but are not limited to, statements concerning: our expectations regarding our plan to separate our hard disk drives ("HDD") and flash-based products ("Flash") business units; the impact of the global macroeconomic environment; expectations regarding demand trends and market conditions for our products; expectations related to our

sale of a portion of our equity interest in SanDisk Semiconductor (Shanghai) Co. Ltd.; expectations related to our joint ventures and partnerships including relating to our Flash Ventures joint venture with Kioxia Corporation ("Kioxia"); expectations regarding our tax resolutions, effective tax rate and our unrecognized tax benefits; expectations regarding the merits of our position and our plans with respect to certain litigation matters; and our beliefs regarding our capital allocation plans and the sufficiency of our available liquidity to meet our working capital, debt and capital expenditure needs.

These forward-looking statements are based on management's current expectations, represent the most current information available to us as of the date of this Quarterly Report on Form 10-Q and are subject to a number of risks, uncertainties and other factors that could cause actual results or performance to differ materially from those expressed or implied in the forward-looking statements. These risks and uncertainties include, but are not limited to:

- volatility in global or regional economic conditions and our responsive actions thereto;
- operational, financial and legal challenges and difficulties inherent in implementing a separation of our HDD and Flash business units;
- the final approval of the separation by our board of directors;
- dependence on a limited number of suppliers or disruptions in our supply chain;
- the outcome, timing and impact of the planned separation of our HDD and Flash business units, including with respect to customer and supplier relationships, contractual restrictions, stock price volatility and the diversion of management's attention from ongoing business operations and opportunities;
- future responses to and effects of public health crises;
- the impact of business and market conditions;
- damage or disruption to our operations or to those of our suppliers;
- hiring and retention of key employees;
- compromise, damage or interruption from cybersecurity incidents or other data or system security risks;
- product defects;
- our reliance on strategic relationships with key partners, including Kioxia;
- the competitive environment, including actions by our competitors, and the impact of competitive products and pricing;
- our development and introduction of products based on new technologies and expansion into new data storage markets;
- risks associated with cost saving initiatives, restructurings, acquisitions, divestitures, mergers, joint ventures and our strategic relationships;
- changes to our relationships with key customers;
- our ability to respond to market and other changes in our distribution channel and retail market;
- our level of debt and other financial obligations;
- changes in tax laws or unanticipated tax liabilities;
- fluctuations in currency exchange rates in connection with our international operations;
- risks associated with compliance with changing legal and regulatory requirements and the outcome of legal proceedings;
- risks associated with our goals relating to environmental, social and governance matters, including our ability to meet our GHG emissions reduction and other ESG goals;
- our reliance on intellectual property and other proprietary information; and
- the other risks and uncertainties disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended June 28, 2024 (our "2024 Annual Report on Form 10-K"), as amended, supplemented or superseded in our other reports filed with the Securities and Exchange Commission, including under "Risk Factors" in Item 1A of our subsequent Quarterly Reports on Form 10-Q.

You are urged to carefully review the disclosures we make concerning these risks and review the additional disclosures we make concerning material risks and other factors that may affect the outcome of our forward-looking statements and our business and operating results, including those made in Part I, Item 1A of our 2024 Annual Report on Form 10-K and any of those made in our other reports filed with the Securities and Exchange Commission, including under "Risk Factors" in Item 1A of subsequent Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q that may from time to time amend, supplement or supersede the risks and uncertainties disclosed in the 2024 Annual Report on Form 10-K.

You are cautioned not to place undue reliance on the forward-looking statements included in this Quarterly Report on Form 10-Q, which speak only as of the date of this document. We do not intend, and undertake no obligation, to update or revise these forward-looking statements to reflect new information or events after the date of this document or to reflect the occurrence of unanticipated events, except as required by law.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except par value)
(Uaudited)

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024
ASSETS		
Current assets:		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		
Accounts receivable, net		
Inventories		
Other current assets		
Assets held for sale		
Total current assets		
Total current assets		
Total current assets		
Property, plant and equipment, net		
Notes receivable and investments in Flash Ventures		
Goodwill		
Other intangible assets, net		
Other non-current assets		
Total assets		
LIABILITIES, CONVERTIBLE PREFERRED STOCK AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable		
Accounts payable		
Accounts payable		
Accounts payable to related parties		

Accrued expenses		
Income taxes payable		
Accrued compensation		
Current portion of long-term debt		
Liabilities held for sale		
Total current liabilities		
Total current liabilities		
Total current liabilities		
Long-term debt		
Other liabilities		
Total liabilities		
Commitments and contingencies (Notes 9, 10, 12 and 16)	Commitments and contingencies (Notes 9, 10, 12 and 16)	Commitments and contingencies (Notes 9, 10, 12 and 16)
Convertible preferred stock, \$0.01 par value; authorized — 5 shares; issued and outstanding — 0.2 shares; aggregate liquidation preference of \$261 and \$257, respectively		
Convertible preferred stock, \$0.01 par value; authorized — 5 shares; issued and outstanding — 0.2 shares; aggregate liquidation preference of \$265 and \$257, respectively		
Shareholders' equity:		
Common stock, \$0.01 par value; authorized — 750 shares; issued and outstanding — 346 shares and 343 shares, respectively		
Common stock, \$0.01 par value; authorized — 750 shares; issued and outstanding — 348 shares and 343 shares, respectively		
Common stock, \$0.01 par value; authorized — 750 shares; issued and outstanding — 346 shares and 343 shares, respectively		
Common stock, \$0.01 par value; authorized — 750 shares; issued and outstanding — 348 shares and 343 shares, respectively		
Common stock, \$0.01 par value; authorized — 750 shares; issued and outstanding — 346 shares and 343 shares, respectively		
Common stock, \$0.01 par value; authorized — 750 shares; issued and outstanding — 348 shares and 343 shares, respectively		
Additional paid-in capital		
Accumulated other comprehensive loss		
Retained earnings		
Total shareholders' equity		
Total liabilities, convertible preferred stock and shareholders' equity		

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions, except per share amounts)
(Uunaudited)

Three Months Ended

	Three Months Ended	Three Months Ended
	September 27, 2024	September 27, 2024
	September 27, 2024	September 27, 2024
	December 27, 2024	December 27, 2024
	December 27, 2024	December 27, 2024
Revenue, net		
Revenue, net		
Revenue, net		
Cost of revenue		
Cost of revenue		
Cost of revenue		
Gross profit		
Gross profit		
Gross profit		
Operating expenses:		
Operating expenses:		
Operating expenses:		
Research and development		
Research and development		
Research and development		
Selling, general and administrative		
Selling, general and administrative		
Selling, general and administrative		
Gain on business divestiture		
Gain on business divestiture		
Gain on business divestiture		
Business separation costs		
Business separation costs		
Business separation costs		
Litigation matter		
Litigation matter		
Litigation matter		
Employee termination, asset impairment and other		

Employee termination, asset impairment and other

Employee termination, asset impairment and other

Business separation costs

Business separation costs

Business separation costs

Total operating expenses

Total operating expenses

Total operating expenses

Operating income (loss)

Operating income (loss)

Operating income (loss)

Interest and other expense:

Interest and other expense:

Interest and other expense:

Interest income

Interest income

Interest income

Interest expense

Interest expense

Interest expense

Other income (expense), net

Other income (expense), net

Other income (expense), net

Total interest and other expense, net

Total interest and other expense, net

Total interest and other expense, net

Income (loss) before taxes

Income (loss) before taxes

Income (loss) before taxes

Income tax expense

Income tax expense

Income tax expense

Net income (loss)

Net income (loss)

Net income (loss)

Less: dividends allocated to preferred shareholders

Less: dividends allocated to preferred shareholders

Less: dividends allocated to preferred shareholders

Less: income attributable to preferred shareholders

Less: income attributable to preferred shareholders

Less: income attributable to preferred shareholders

Net income (loss) attributable to common shareholders

Net income (loss) attributable to common shareholders

Net income (loss) attributable to common shareholders

Net income (loss) per common share:

Net income (loss) per common share:

Net income (loss) per common share:

Basic

Basic

Basic

Diluted

Diluted

Diluted

Weighted average shares outstanding:

Weighted average shares outstanding:

Weighted average shares outstanding:

Basic

Basic

Basic

Diluted

Diluted

Diluted

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in millions)
(Unaudited)

	Three Months Ended
	Three Months Ended
	Three Months Ended
	September 27, 2024
	September 27, 2024
	September 27, 2024
	December 27, 2024
	December 27, 2024

December 27,
2024

Net income (loss)
Net income (loss)
Net income (loss)
Other comprehensive income (loss), before tax:
Other comprehensive income (loss), before tax:
Other comprehensive income (loss), before tax:
Foreign currency translation adjustment
Foreign currency translation adjustment
Foreign currency translation adjustment
Net unrealized gain (loss) on derivative contracts
Net unrealized gain (loss) on derivative contracts
Net unrealized gain (loss) on derivative contracts
Total other comprehensive income (loss), before tax
Total other comprehensive income (loss), before tax
Total other comprehensive income (loss), before tax
Income tax benefit (expense) related to items of other comprehensive income (loss), before tax
Income tax benefit (expense) related to items of other comprehensive income (loss), before tax
Income tax benefit (expense) related to items of other comprehensive income (loss), before tax
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Total comprehensive income (loss)
Total comprehensive income (loss)
Total comprehensive income (loss)

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(Uaudited)

	Three Months Ended	
	September 27, 2024	September 29, 2023
Cash flows from operating activities		
Net income (loss)	\$ 493	\$ (685)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operations:		
Depreciation and amortization	135	147
Stock-based compensation	84	77

Deferred income taxes	54	(46)
Gain on disposal of assets	(1)	(87)
Non-cash asset impairment	—	95
Amortization of debt issuance costs and discounts	5	4
Other non-cash operating activities, net	17	1
Changes in:		
Accounts receivable, net	(292)	147
Inventories	(76)	201
Accounts payable	216	25
Accounts payable to related parties	39	(15)
Accrued expenses	(153)	63
Income taxes payable	(77)	(325)
Accrued compensation	(50)	1
Other assets and liabilities, net	(360)	(229)
Net cash provided by (used in) operating activities	34	(626)
Cash flows from investing activities		
Purchases of property, plant and equipment	(96)	(124)
Proceeds from the sale of property, plant and equipment	1	193
Notes receivable issuances to Flash Ventures	(14)	(121)
Notes receivable proceeds from Flash Ventures	61	134
Strategic investments and other, net	3	2
Net cash provided by (used in) investing activities	(45)	84
Cash flows from financing activities		
Taxes paid on vested stock awards under employee stock plans	(64)	(43)
Proceeds from convertible preferred stock, net of issuance costs	—	(3)
Repayments of debt	(188)	—
Proceeds from debt	150	600
Net cash provided by (used in) financing activities	(102)	554
Effect of exchange rate changes on cash	10	(3)
Cash and cash equivalents reclassified to assets held for sale	(71)	—
Net increase (decrease) in cash and cash equivalents	(174)	9
Cash and cash equivalents, beginning of year	1,879	2,023
Cash and cash equivalents, end of period	\$ 1,705	\$ 2,032
Supplemental disclosure of cash flow information:		
Cash paid for income taxes	\$ 479	\$ 545
Cash paid for interest	\$ 115	\$ 127

Cash flows from operating activities	Six Months Ended	
	December 27, 2024	December 29, 2023

Net income (loss)	\$ 1,087	\$ (972)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operations:		
Depreciation and amortization	255	290
Stock-based compensation	161	149
Deferred income taxes	26	(68)
Gain on disposal of assets	(5)	(87)
Gain on business divestiture	(113)	—
Asset impairment	—	95
Gain on repurchase of debt	—	(4)
Amortization of debt issuance costs and discounts	10	9
Other non-cash operating activities, net	57	(28)
Changes in:		
Accounts receivable, net	(431)	75
Inventories	(112)	482
Accounts payable	242	299
Accounts payable to related parties	(54)	(41)
Accrued expenses	109	(246)
Income taxes payable	(57)	(494)
Accrued compensation	(76)	4
Other assets and liabilities, net	(662)	(181)
Net cash provided by (used in) operating activities	437	(718)
Cash flows from investing activities		
Purchases of property, plant and equipment	(212)	(274)
Proceeds from the sale of property, plant and equipment	4	193
Net proceeds from business divestiture	191	—
Notes receivable issuances to Flash Ventures	(266)	(184)
Notes receivable proceeds from Flash Ventures	182	263
Distribution from Flash Ventures	176	—
Strategic investments and other, net	3	26
Net cash provided by investing activities	78	24
Cash flows from financing activities		
Issuance of stock under employee stock plans	52	40
Taxes paid on vested stock awards under employee stock plans	(80)	(50)
Convertible preferred stock issuance costs	—	(5)
Purchase of capped calls	—	(155)
Repurchases of debt	—	(505)
Repayments of debt	(225)	(338)
Proceeds from debt	150	2,200
Debt issuance costs	—	(36)
Net cash provided by (used in) financing activities	(103)	1,151
Effect of exchange rate changes on cash	—	1
Net increase in cash and cash equivalents	412	458
Cash and cash equivalents, beginning of year	1,879	2,023
Cash and cash equivalents, end of period	\$ 2,291	\$ 2,481
Supplemental disclosure of cash flow information:		

Cash paid for income taxes	\$ 673	\$ 791
Cash paid for interest	\$ 177	\$ 182

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND SHAREHOLDERS' EQUITY
(in millions)
(Unaudited)

Convertible Preferred Stock	Convertible Preferred Stock	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Shareholders' Equity	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Shareholders' Equity
Shares											
Balance at June 28, 2024											
Balance at June 28, 2024											
Balance at June 28, 2024											
Net income											
Employee stock plans											
Employee stock plans											
Employee stock plans											
Stock-based compensation											
Foreign currency translation adjustment											
Foreign currency translation adjustment											
Foreign currency translation adjustment											
Net unrealized loss on derivative contracts, net of taxes											
Balance at September 27, 2024											
Net income											

Employee stock plans
Employee stock plans
Employee stock plans
Stock-based compensation
Foreign currency translation adjustment
Foreign currency translation adjustment
Foreign currency translation adjustment
Net unrealized loss on derivative contracts, net of taxes
Balance at December 27, 2024

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND SHAREHOLDERS' EQUITY
(in millions)
(Uaudited)

	Convertible Preferred Stock
	Convertible Preferred Stock
	Convertible Preferred Stock
Balance at June 30, 2023	<hr/>
Balance at June 30, 2023	<hr/>
Balance at June 30, 2023	<hr/>
Net loss	
Net loss	
Net loss	
Employee stock plans	
Employee stock plans	
Employee stock plans	
Stock-based compensation	
Stock-based compensation	
Stock-based compensation	

Foreign currency translation adjustment
Foreign currency translation adjustment
Foreign currency translation adjustment
Net unrealized loss on derivative contracts, net of taxes
Net unrealized loss on derivative contracts, net of taxes
Net unrealized loss on derivative contracts, net of taxes
Balance at September 29, 2023
Balance at September 29, 2023
Balance at September 29, 2023
Net loss
Net loss
Net loss
Employee stock plans
Employee stock plans
Employee stock plans
Stock-based compensation
Stock-based compensation
Stock-based compensation
Purchase of capped calls related to the issuance of convertible notes, net of tax
Purchase of capped calls related to the issuance of convertible notes, net of tax
Purchase of capped calls related to the issuance of convertible notes, net of tax
Foreign currency translation adjustment
Foreign currency translation adjustment
Foreign currency translation adjustment
Net unrealized gain on derivative contracts, net of taxes
Net unrealized gain on derivative contracts, net of taxes
Net unrealized gain on derivative contracts, net of taxes
Balance at December 29, 2023
Balance at December 29, 2023
Balance at December 29, 2023

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1. Organization and Basis of Presentation

Western Digital Corporation (“Western Digital” or the “Company”) is a leading developer, manufacturer, and provider of data storage devices and solutions based on both hard disk drive and NAND flash technologies.

The Company's broad portfolio of technology and products addresses the following key end markets: Cloud, Client, and Consumer. The Company also generates immaterial license and royalty revenue from its extensive intellectual property portfolio, which is included in each of these three end market categories.

The accounting policies followed by the Company are set forth in Part II, Item 8, Note 1, *Organization and Basis of Presentation*, of the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended June 28, 2024. In the opinion of management, all adjustments necessary to fairly state the Condensed Consolidated Financial Statements have been made. Such adjustments consist of items of a normal, recurring nature. Certain information and footnote disclosures normally included in the Consolidated Financial Statements prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). These Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and the notes thereto included in the Company's Annual Report on Form 10-K for the year ended June 28, 2024. The results of operations for interim periods are not necessarily indicative of results to be expected for the full year.

Fiscal Year

The Company's fiscal year ends on the Friday nearest to June 30 and typically consists of 52 weeks. Approximately every five to six years, the Company reports a 53-week fiscal year to align the fiscal year with the foregoing policy. Fiscal year 2025, which will end on June 27, 2025, and fiscal year 2024, which ended on June 28, 2024, are each comprised of 52 weeks, with all quarters presented consisting of 13 weeks.

Segment Reporting

The Company manufactures, markets, and sells data storage devices and solutions in the United States ("U.S.") and in foreign countries through its sales personnel, dealers, distributors, retailers, and subsidiaries. The Company manages and reports under two reportable segments: hard disk drives ("HDD") and **Flash-based** **flash-based** products ("Flash").

The Chief Executive Officer, who is the Company's Chief Operating Decision Maker ("CODM"), evaluates the performance of the Company and makes decisions regarding the allocation of resources based on each operating segment's net revenue and gross margin. Because of the integrated nature of the Company's production and distribution activities, separate segment asset measures are either not available or not used as a basis for the CODM to evaluate the performance of or to allocate resources to the segments.

Business Separation Costs

On October 30, 2023, the Company announced that its Board of Directors had completed its strategic review of the business and, after evaluating a comprehensive range of alternatives, authorized the Company to pursue a plan to separate its HDD and Flash business units to create two independent, public companies. As a result of the plan, the Company has incurred separation and transition costs and expects to incur such costs through the completion of the separation of the businesses. The separation and transition costs are recorded within Business separation costs in the Condensed Consolidated Statements of Operations.

Use of Estimates

Company management has made estimates and assumptions relating to the reporting of certain assets and liabilities in conformity with U.S. GAAP. These estimates and assumptions have been applied using methodologies that are consistent throughout the periods presented. However, actual results could differ materially from these estimates.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 2. Recent Accounting Pronouncements

Accounting Pronouncements Recently Adopted

In September 2022, the Financial Accounting Standards Board ("FASB") issued an accounting standards update ("ASU") No. 2022-04, **"Liabilities-Supplier" Liabilities—Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations"** ("ASU 2022-04"), which requires annual and interim disclosures for entities that use supplier finance programs in connection with the purchase of goods and services. As required by the ASU 2022-04, the Company began to provide disclosure of outstanding obligations to such suppliers for all balance sheet dates presented beginning with the Company's first quarter of 2024. The ASU 2022-04 also requires the Company to provide certain annual rollforward information related to those obligations, which will be required beginning with the Company's financial statements for the year ending June 27, 2025. The Company will provide this disclosure in its Annual Report on Form 10-K for the year ended June 27, 2025. The ASU 2022-04 does not affect the recognition, measurement, or financial statement presentation of supplier finance program obligations. See Note 15, **Supplier Finance Program** of the Notes to the Condensed Consolidated Financial Statements for information regarding the supplier finance program.

Recently Issued Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses," which is intended to improve disclosures about the expenses of public entities. The new guidance requires more detailed information about the types of expenses in commonly presented expense captions (such as cost of sales and selling, general and administrative expenses) and requires public entities to disclose, on an annual and interim basis, the amounts of expenses included in each relevant expense caption presented on the face of the income statement within continuing operations in a tabular format. Additionally, public entities will be required to disclose a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively, the total amount of selling expenses, and, in annual reporting periods, the definition of selling expenses. This standard is effective on either a prospective or retrospective basis for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently compiling the information required for these disclosures, assessing the basis of adoption and expects to adopt the guidance for annual reporting periods in its annual report for the year ending June 30, 2028.

In November 2023, the FASB issued ASU No. 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" ("ASU 2023-07"), which expands on segment reporting requirements primarily through enhanced disclosures surrounding significant segment expenses. The ASU 2023-07 expands on existing segment reporting requirements to require that a public entity disclose, on an annual and interim basis, significant segment expenses that are regularly provided to an entity's CODM, a description of other segment items by reportable segment, and any additional measures of a segment's profit or loss used by the CODM when deciding how to allocate resources. These incremental disclosures will be required beginning with the Company's financial statements for the year ending June 27, 2025. The Company is currently assessing these reporting requirements and expects to provide any required disclosures at the required time.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09"). The ASU 2023-09 calls for enhanced income tax disclosure requirements surrounding the tabular rate reconciliation and income taxes paid. The Company is currently compiling the information required for these disclosures. These incremental disclosures will be required beginning with the Company's financial statements for the year ending June 26, 2026, with early adoption permitted. The Company expects to provide any required disclosures at that time.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 3. Business Segments, Geographic Information, and Concentrations of Risk

The following table summarizes the operating performance of the Company's reportable segments for the periods presented:

	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Six Months Ended September 27, 2024
	(in millions, except percentages)	(in millions, except percentages)	(in millions, except percentages)	(in millions, except percentages)
	December 27, 2024	December 29, 2023	December 27, 2024	December 29, 2023
Net revenue:				
HDD				
HDD				
HDD				
Flash				
Flash				
Flash				
Total net revenue				
Total net revenue				
Gross profit:				
Gross profit:				
Gross profit:				
HDD				
HDD				
HDD				
Flash				
Flash				
Flash				
Total gross profit for segments				
Total gross profit for segments				

Total gross profit for segments
Unallocated corporate items:
Unallocated corporate items:
Unallocated corporate items:
Stock-based compensation expense
Stock-based compensation expense
Stock-based compensation expense
Amortization of licenses related to a litigation matter
Amortization of acquired intangible assets
Amortization of acquired intangible assets
Amortization of acquired intangible assets
Recovery from contamination incident
Amortization of licenses related to a litigation matter
Total unallocated corporate items
Total unallocated corporate items
Amortization of licenses related to a litigation matter
Amortization of licenses related to a litigation matter



Disaggregated Revenue

The Company's broad portfolio of technology and products addresses multiple end markets. Cloud is comprised primarily of products for public or private cloud environments and end customers. Through the Client end market, the Company provides its original equipment manufacturer ("OEM") and channel customers a broad array of high-performance HDD and Flash solutions across personal computer, mobile, gaming, automotive, virtual reality headsets, at-home entertainment and industrial spaces. The Consumer end market is highlighted by the Company's broad range of retail and other end-user products, which capitalize on the strength of the Company's product brand recognition and vast points of presence around the world.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The Company's disaggregated revenue information was as follows:

	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Six Months Ended (in millions)			
				December 27, 2024	December 29, 2023	December 27, 2024	December 29, 2023
				(in millions)			(in millions)
Revenue by end market							
Revenue by end market							
Revenue by end market							
Cloud							
Cloud							
Cloud							
Client							
Client							
Client							
Consumer							
Consumer							
Consumer							
Total revenue							
Total revenue							
Total revenue							
Revenue by geography							
Revenue by geography							
Revenue by geography							
Asia							
Asia							
Asia							
Americas							
Americas							
Americas							
Europe, Middle East and Africa							
Europe, Middle East and Africa							
Europe, Middle East and Africa							
Total revenue							
Total revenue							
Total revenue							

The Company's top 10 customers accounted for 51% and 44% of its net revenue for the three and six months ended September 27, 2024 December 27, 2024, respectively, and September 29, 2023, respectively. 39% of its net revenue for both the three and six months ended December 29, 2023. For the three and six months ended September 27, 2024 December 27, 2024, one customer accounted for 14% of the Company's net revenue. No customer accounted for 10% or more of the Company's net revenue for the three and six months ended September 29, 2023 December 29, 2023.

Goodwill

Goodwill is not amortized. Instead, it is tested for impairment annually as of the beginning of the Company's fourth quarter, or more frequently if events or changes in circumstances indicate that goodwill may be impaired. Management performed goodwill impairment assessments for each segment and concluded that there were no indications of impairment for the periods presented. The following table provides a summary of goodwill activity for the period:

	HDD	HDD	Flash	Total	HDD	Flash	Total
(in millions)							
Balance at June 28, 2024							
Foreign currency translation adjustment							
Foreign currency translation adjustment							
Foreign currency translation adjustment							
Goodwill reclassified to assets held for sale ⁽¹⁾							
Balance at September 27, 2024							
Divestiture ⁽¹⁾							
Divestiture ⁽¹⁾							
Divestiture ⁽¹⁾							
Balance at December 27, 2024							

⁽¹⁾ As of September 27, 2024 On September 28, 2024, \$225 million of Goodwill was reclassified to assets held for sale due to the sale of Company sold a majority interest in a subsidiary. See further discussion in Note 4, *Supplemental Financial Statement Data Related Parties and Related Commitments and Contingencies*.

WESTERN DIGITAL CORPORATION NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

Note 4. Supplemental Financial Statement Data

Accounts receivable, net

From time to time, in connection with factoring agreements, the Company sells trade accounts receivable without recourse to third-party purchasers in exchange for cash. There were no trade accounts receivable sold during the three six months ended September 27, 2024 December 27, 2024. During the three six months ended September 29, 2023 December 29, 2023, the Company sold trade accounts receivable aggregating \$150 million to \$392 million. The discounts on the trade accounts receivable sold were not material and were recorded within Other income (expense), net in the Condensed Consolidated Statements of Operations. There were no factored receivables outstanding as of September 27, 2024 December 27, 2024 and June 28, 2024.

Inventories

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024

(in millions)

Inventories:

Raw materials and component parts
Raw materials and component parts
Raw materials and component parts
Work-in-process
Finished goods
Total inventories

Property, plant and equipment, net

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024

(in millions)

Property, plant and equipment:

Land and improvements
Land and improvements
Land and improvements
Buildings and improvements
Machinery and equipment
Computer equipment and software
Furniture and fixtures
Construction-in-process
Property, plant and equipment, gross
Accumulated depreciation
Property, plant and equipment, net

Other intangible assets, net

As part of prior acquisitions, the Company recorded at the time of the acquisition acquired in-process research and development ("IPR&D") for projects in progress that had not yet reached technological feasibility. IPR&D is initially accounted for as an indefinite-lived intangible asset. Once a project reaches technological feasibility, the Company reclassifies the balance to existing technology and begins to amortize the intangible asset over its estimated useful life. As of September 27, 2024 December 27, 2024 and June 28, 2024, IPR&D included in intangible assets, net was \$72 million. During the three and six months ended September 27, 2024 December 27, 2024 and September 29, 2023 December 29, 2023, the Company did not record any impairment charges related to IPR&D.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Product warranty liability

Changes in the warranty accrual were as follows:

	Three Months Ended	Three Months Ended	Three Months Ended
	September 27, 2024	September 27, 2024	September 27, 2024
	December 27, 2024	December 27, 2024	December 27, 2024
	(in millions)	(in millions)	(in millions)
Warranty accrual, beginning of period			
Charges to operations			
Charges to operations			
Charges to operations			
Utilization			
Utilization			
Utilization			
Changes in estimate related to pre-existing warranties			
Changes in estimate related to pre-existing warranties			
Changes in estimate related to pre-existing warranties			
Warranty accrual, end of period			
Warranty accrual, end of period			
Warranty accrual, end of period			

The current portion of the warranty accrual was classified in Accrued expenses and the long-term portion was classified in Other liabilities as noted below:

September 27, 2024	September 27, 2024

	September 27, 2024
	December 27, 2024
	December 27, 2024
	December 27, 2024
	(in millions)
	(in millions)
	(in millions)

Warranty accrual:

Current portion
Current portion
Current portion
Long-term portion
Long-term portion
Long-term portion
Total warranty accrual
Total warranty accrual
Total warranty accrual

Other liabilities

September 27, 2024	June 28, 2024
December 27, 2024	June 28, 2024

(in millions)

Other liabilities:

Non-current net tax payable
Non-current net tax payable
Non-current net tax payable
Non-current portion of unrecognized tax benefits
Other non-current liabilities
Total other liabilities

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Accumulated other comprehensive loss

Accumulated other comprehensive loss ("AOCL"), net of tax, refers to expenses, gains, and losses that are recorded as an element of shareholders' equity but are excluded from net income. The components of AOCL were as follows:

Actuarial Pension Gains	Actuarial Pension Gains	Foreign Currency Translation Adjustment	Unrealized Losses on Derivative Contracts	Total Accumulated Comprehensive Loss	Foreign Currency Translation Adjustment	Unrealized Losses on Derivative Contracts	Total Accumulated Comprehensive Loss
(in millions)							
Balance at June 28, 2024							
Balance at June 28, 2024							
Balance at June 28, 2024							
Other comprehensive income before reclassifications							
Other comprehensive income (loss) before reclassifications							
Amounts reclassified from accumulated other comprehensive loss							
Income tax expense related to items of other comprehensive income							
Net current-period other comprehensive income							
Balance at September 27, 2024							
Balance at December 27, 2024							

During the three and six months ended September 27, 2024 December 27, 2024, the amounts reclassified out of AOCL were losses related to foreign exchange contracts that were substantially charged to Cost of revenue in the Condensed Consolidated Statements of Operations.

As of September 27, 2024 December 27, 2024, substantially all existing net losses related to cash flow hedges recorded in AOCL are expected to be reclassified to earnings within the next twelve months.

Sale of a Majority Interest in a Subsidiary

In March 2024, the Company's wholly-owned subsidiary, SanDisk China Limited ("SanDisk China") entered into an equity purchase agreement to sell 80% of its equity interest in SanDisk Semiconductor (Shanghai) Co. Ltd. ("SDSS"), the Company's indirect wholly-owned subsidiary in its Flash business, to JCET Management Co., Ltd. ("JCET"), a wholly-owned subsidiary of JCET Group Co., Ltd., a Chinese publicly listed company, thereby forming a venture between SanDisk China and JCET (the "Transaction"). Subsequent to the first quarter of fiscal 2025, on September 28, 2024, the Transaction closed. Proceeds from the sale, subject to certain working capital adjustments and payment of withholding taxes, are expected to be approximately \$624 million. Following the closing of the Transaction, SanDisk China's remaining 20% ownership interest in the venture will be reported as an equity method investment.

WESTERN DIGITAL CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Because the divestiture of SDSS does not represent a strategic shift that would have a major effect on the Company's operations or financial results, it is not reported as discontinued operations. Instead, the assets and liabilities of SDSS subject to the Transaction as listed below have been reclassified to held for sale as of September 27, 2024, and will be derecognized in the second quarter of fiscal 2025 in connection with the closing of the Transaction.

	September 27, 2024
	(in millions)
Cash and cash equivalents	\$ 71
Inventories	35
Other current assets	6
Property, plant and equipment, net	236
Goodwill ⁽¹⁾	225
Other non-current assets	24
Total assets held for sale ⁽²⁾	\$ 597
Accounts payable	\$ 73
Accrued expenses	17
Accrued compensation	15
Other liabilities	5
Total liabilities held for sale	\$ 110

⁽¹⁾ Goodwill was preliminarily allocated to SDSS based on the indicated fair value of the SDSS business relative to the total estimated fair value of the Flash business unit. This preliminary allocation of goodwill may be revised based on finalization of working capital adjustments and valuations of SDSS and the Flash business unit in connection with the derecognition of SDSS during the second quarter of fiscal 2025.

⁽²⁾ An intercompany account receivable and intercompany account payable totaling \$110 million between SDSS and another subsidiary of the Company are eliminated in the Company's Condensed Consolidated Financial Statements and have been excluded from the assets reclassified to held for sale. The intercompany account receivable was sold as part of the Transaction, and thus will be considered when determining the expected gain to be recognized upon the derecognition of SDSS. As a result, during the second quarter of fiscal 2025, the Company will reclassify this intercompany account payable to the applicable liability line item in the Condensed Consolidated Balance Sheets as it will represent a liability to an external third party.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 5. Fair Value Measurements and Investments

Financial Instruments Carried at Fair Value

Financial assets and liabilities that are remeasured and reported at fair value at each reporting period are classified and disclosed in one of the following three levels:

Level 1. Quoted prices in active markets for identical assets or liabilities.

Level 2. Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3. Inputs that are unobservable for the asset or liability and that are significant to the fair value of the assets or liabilities.

The following tables present information about the Company's financial instruments that were measured at fair value on a recurring basis for the periods presented, and indicate the fair value hierarchy of the valuation techniques utilized to determine such values:

	September 27, 2024				December 27, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
(in millions)								
Assets:								
Cash equivalents - Money market funds								
Cash equivalents - Money market funds								
Cash equivalents - Money market funds								
Foreign exchange contracts								
Foreign exchange contracts								
Foreign exchange contracts								
Total assets at fair value								
Total assets at fair value								
Total assets at fair value								
Liabilities:								
Foreign exchange contracts								
Foreign exchange contracts								
Foreign exchange contracts								
Total liabilities at fair value								
Total liabilities at fair value								
Total liabilities at fair value								

	June 28, 2024				
	Level 1	Level 2	Level 3	Total	
(in millions)					
Assets:					
Cash equivalents - Money market funds	\$ 416	\$ 8	\$ 8	\$ 424	
Foreign exchange contracts	—	—	—	—	
Total assets at fair value	\$ 416	\$ 8	\$ 8	\$ 424	
Liabilities:					
Foreign exchange contracts	\$ —	\$ 197	\$ —	\$ 197	

Total liabilities at fair value	\$ —	\$ 197	\$ —	\$ 197
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During the periods presented, the Company had no transfers of financial instruments between levels and there were no changes in valuation techniques or the inputs used in the fair value measurement.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Financial Instruments Not Carried at Fair Value

For financial instruments where the carrying value (which includes principal adjusted for any unamortized issuance costs and discounts or premiums) differs from fair value (which is based on quoted market prices), the following table represents the related carrying value and fair value for each of the Company's outstanding financial instruments. Each of the financial instruments presented below was categorized as Level 2 for all periods presented, based on the frequency of trading immediately prior to the end of the **first** **second** quarter of 2025 and the fourth quarter of 2024, respectively.

	September 27, 2024		June 28, 2024		<i>(in millions)</i>
	December 27, 2024		June 28, 2024		
	Carrying Value	Carrying Value	Fair Value	Carrying Value	Fair Value
3.00% convertible notes due 2028					
4.75% senior unsecured notes due 2026					
Variable interest rate Term Loan A-2 maturing 2027					
3.00% convertible notes due 2028					
2.85% senior notes due 2029					
3.10% senior notes due 2032					
Total					

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 6. Derivative Instruments and Hedging Activities

As of **September 27, 2024** **December 27, 2024**, the Company had outstanding foreign exchange forward contracts that were designated as either cash flow hedges or non-designated hedges. Substantially all of the contract maturity dates of these foreign exchange forward contracts do not exceed 12 months. As of **September 27, 2024** **December 27, 2024**, the Company did not have any derivative contracts with credit-risk-related contingent features.

Changes in fair values of the non-designated foreign exchange contracts were recognized in Other income (expense), net and were largely offset by corresponding changes in the fair values of the foreign currency-denominated monetary assets and liabilities. For each of the three and **six** months ended **September 27, 2024** **December 27, 2024** and **September 29, 2023** **December 29, 2023**, total net realized and unrealized transaction and foreign exchange contract currency gains and losses were not material to the Company's Condensed Consolidated Financial Statements.

Unrealized gains or losses on designated cash flow hedges were recognized in AOCL. For more information regarding cash flow hedges, see Note 4, *Supplemental Financial Statement Data – Accumulated other comprehensive loss*.

Netting Arrangements

Under certain provisions and conditions within agreements with counterparties to the Company's foreign exchange forward contracts, subject to applicable requirements, the Company has the right of offset associated with the Company's foreign exchange forward contracts and is allowed to net settle transactions of the same currency with a single net amount payable by one party to the other. As of **September 27, 2024**, **December 27, 2024** and June 28, 2024, the effect of rights of offset was not material and the Company did not offset or net the fair value amounts of derivative instruments in its Condensed Consolidated Balance Sheets.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 7. Debt

Debt consisted of the following:

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024
3.00% convertible notes due 2028		
4.75% senior unsecured notes due 2026		
Variable interest rate Term Loan A-2 maturing 2027		
3.00% convertible notes due 2028		
2.85% senior notes due 2029		
3.10% senior notes due 2032		
Total debt		
Issuance costs		
Subtotal		
Less: current portion of long-term debt		
Long-term debt		

During the three and six months ended **September 27, 2024**, **December 27, 2024**, the Company made scheduled repayments of the Term Loan A-2 maturing in January 2027 (the "Term Loan A-2") of \$38 million and \$75 million, respectively. The Term Loan A-2 bears interest, at the Company's option, at a per annum rate equal to either (x) the Adjusted Term SOFR (as defined in the loan agreement governing the Term Loan A-2) plus an applicable margin varying from 1.125% to 2.000% or (y) a base rate plus an applicable margin varying from 0.125% to 1.000%, in each case depending on the corporate family ratings of the Company from at least two of the Credit Rating Agencies, with an initial interest rate of Adjusted Term SOFR plus 1.500%. The all-in interest rate for Term Loan A-2 as of **September 27, 2024**, **December 27, 2024** was **6.696%** **6.107%**.

During the three six months ended **September 27, 2024**, **December 27, 2024**, the Company drew and repaid \$150 million principal amount under its \$2.25 billion revolving credit facility maturing in January 2027 (the "2027 Revolving Credit Facility").

The As of December 27, 2024, the Company had issued an outstanding standby letters of credit of \$52 million as of September 27, 2024, which reduced the Company's available capacity under the 2027 Revolving Credit Facility's capacity by the same amount to \$2.20 Facility was \$2.25 billion as of that date.

The loan agreements governing the Company's 2027 Revolving Credit Facility and Term Loan A-2 require the Company to comply with certain financial covenants, consisting of a leverage ratio and a minimum liquidity requirement. covenant. As of September 27, 2024 December 27, 2024, the Company was in compliance with these financial covenants. covenant.

On November 3, 2023, the Company issued \$1.60 billion aggregate principal amount of convertible senior notes which bear interest at an annual rate of 3.00% and mature on November 15, 2028, unless earlier repurchased, redeemed or converted (the "2028 Convertible Notes").

The 2028 Convertible Notes are convertible at the option of any holder at an initial conversion price of approximately \$52.20 per share of common stock beginning August 15, 2028. Prior to that date, if the trading price of the Company's common stock remains above 130% of the conversion price for at least 20 trading days (whether or not consecutive) during the 30 consecutive trading-day period prior to the end of a quarter, holders of the 2028 Convertible Notes would have the right to convert the 2028 Convertible Notes during the next succeeding calendar quarter. The 2028 Convertible Notes are also convertible prior to that date upon the occurrence of certain corporate events. Upon any conversion of the 2028 Convertible Notes, the Company will pay cash for the aggregate principal amount of the notes to be converted and pay or deliver, as the case may be, cash, shares of the Company's common stock or a combination thereof, at the Company's election, in respect of the remainder, if any, of its conversion obligation in excess of the aggregate principal amount of the notes being converted.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

During the calendar quarter ended June 30, 2024, the sale price conditional conversion feature of the notes mentioned above 2028 Convertible Notes was triggered. As a result, the holder of the 2028 Convertible Notes had the right to convert the 2028 Convertible Notes during the next succeeding calendar quarter ended through September 30, 2024. Consequently, the Company classified the 2028 Convertible Notes in the Current portion of long-term debt in the Condensed Consolidated Financial Statements as of September 27, 2024 June 28, 2024. During the calendar quarter ended September 30, 2024, the The sale price conditional conversion feature was not triggered during the calendar quarter ended December 31, 2024 and accordingly, the holders of the 2028 Convertible Notes no longer have the right to convert the notes mentioned above was not triggered. during the succeeding calendar quarter ending March 31, 2025. As a result, the 2028 Convertible Notes are not convertible from October 1, 2024 through December 31, 2024 were classified as Long-term debt in the Condensed Consolidated Financial Statements as of December 27, 2024. The Company will re-evaluate in each subsequent calendar quarter continue to evaluate the conversion feature quarterly to determine if the 2028 Convertible Notes have become convertible. convertible in future periods.

In connection with the issuance of the 2028 Convertible Notes, the Company also entered into privately negotiated capped call transactions with certain counterparties (the "Capped Calls"). The Capped Calls each have a strike price of approximately \$52.20 per share, subject to certain adjustments, which correspond to the initial conversion price of the 2028 Convertible Notes. The Capped Calls have initial cap prices of \$70.26 per share, subject to certain adjustments. The Capped Calls cover, subject to anti-dilution adjustments, approximately 8 million shares of the Company's common stock. The Capped Calls are generally intended to reduce or offset the potential dilution to the Company's common stock upon any conversion of the 2028 Convertible Notes with such reduction or offset, as the case may be, subject to a cap based on the cap price. However, if the market price per share of the Company's common stock, as measured under the terms of the Capped Calls, exceeds the cap prices of the Capped Calls, there would not be an offset for the excess. The Capped Calls are separate transactions and not part of the terms of the 2028 Convertible Notes. As these transactions meet certain accounting criteria, the Capped Calls are recorded in stockholders' shareholders' equity and are not accounted for as derivatives.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 8. Pension and Other Post-Retirement Benefit Plans

The Company has pension and other post-retirement benefit plans in various countries. The Company's principal pension plans are in Japan, Thailand, and the Philippines. All pension and other post-retirement benefit plans outside of the Company's Japan, Thailand, and the Philippines defined benefit pension plans (the "Pension Plans") are immaterial to the Condensed Consolidated Financial Statements. The expected long-term rate of return on the Pension Plans' assets is 2.5%.

Obligations and Funded Status

The following table presents the unfunded status of the benefit obligations for the Pension Plans:

	September 27, 2024	September 27, 2024	September 27, 2024
	December 27, 2024	December 27, 2024	December 27, 2024
	(in millions)		
Benefit obligation at end of period			
Benefit obligation at end of period			
Benefit obligation at end of period			
Fair value of plan assets at end of period			
Fair value of plan assets at end of period			
Fair value of plan assets at end of period			
Unfunded status			
Unfunded status			
Unfunded status			

The following table presents the unfunded amounts related to the Pension Plans as recognized on the Company's Condensed Consolidated Balance Sheets:

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024
	(in millions)	
Current liabilities (included in Accrued expenses)		
Non-current liabilities (included in Other liabilities)		
Net amount recognized		

Net periodic benefit costs were immaterial for the three and six months ended September 27, 2024 December 27, 2024 and September 29, 2023 December 29, 2023.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 9. Related Parties and Related Commitments and Contingencies

Flash Ventures

The Company's business ventures with Kioxia Corporation ("Kioxia") consist of three separate legal entities: Flash Partners Ltd. ("Flash Partners"), Flash Alliance Ltd. ("Flash Alliance"), and Flash Forward Ltd. ("Flash Forward"), collectively referred to as "Flash Ventures".

The following table presents the notes receivable from, and equity investments in, Flash Ventures:

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024
(in millions)		
Notes receivable, Flash Partners		
Notes receivable, Flash Alliance		
Notes receivable, Flash Forward		
Investment in Flash Partners		
Investment in Flash Alliance		
Investment in Flash Forward		
Total notes receivable and investments in Flash Ventures		

During the three months ended September 27, 2024 and September 29, 2023, the Company made net payments to Flash Ventures of \$889 million and \$939 million, respectively, for purchased flash-based memory wafers and net loans. Loans of \$1.1 billion and \$2.0 billion during the three and six months ended December 27, 2024, respectively, and \$0.8 billion and \$1.8 billion during the three and six months ended December 29, 2023, respectively.

The Company makes, or will make, loans to Flash Ventures to fund equipment investments for new process technologies and additional wafer capacity. The Company aggregates its Flash Ventures' notes receivable into one class of financing receivables due to the similar ownership interest and common structure in each Flash Venture entity. For all reporting periods presented, no loans were past due and no loan impairments were recorded. The Company's notes receivable from each Flash Ventures entity, denominated in Japanese yen, are secured by equipment owned by that Flash Ventures entity.

As of September 27, 2024 December 27, 2024 and June 28, 2024, the Company had accounts payable balances due to Flash Ventures of \$352 \$252 million and \$313 million, respectively.

The Company's maximum reasonably estimable loss exposure (excluding lost profits) as a result of its involvement with Flash Ventures, based upon the Japanese yen to U.S. dollar exchange rate at September 27, 2024 December 27, 2024, is presented below. Investments in Flash Ventures are denominated in Japanese yen, and the maximum estimable loss exposure excludes any cumulative translation adjustment due to

revaluation from the Japanese yen to the U.S. dollar.

	September	December
	27,	2024
	(in millions)	
Notes receivable	\$ 503	583
Equity investments	548	278
Operating lease guarantees	1,558	1,343
Inventory and prepayments	1,166	1,393
Maximum estimable loss exposure	\$ 3,775	3,597

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The Company is obligated to pay for variable costs incurred in producing its share of Flash Ventures' flash-based memory wafer supply, based on its three-month forecast, which generally equals 50% of Flash Ventures' output. In addition, the Company is obligated to pay for half of Flash Ventures' fixed costs regardless of the output the Company chooses to purchase. The Company is not able to estimate its total wafer purchase commitment obligation beyond its rolling three-month purchase commitment because the price is determined by reference to the future cost of producing the semiconductor wafers. In addition, the Company is committed to fund 49.9% to 50.0% of each Flash Ventures entity's capital investments to the extent that each Flash Ventures entity's operating cash flow is insufficient to fund these investments.

Flash Ventures has historically operated near 100% of its manufacturing capacity. During the three and six months ended September 29, 2023 December 29, 2023, as a result of flash market conditions, the Company temporarily reduced its utilization of its share of Flash Ventures' manufacturing capacity to an abnormally low level to more closely align the Company's flash-based wafer supply with projected demand. During the three and six months ended September 29, 2023 December 29, 2023, the Company incurred costs of \$141 \$107 million and \$249 million, respectively, associated with the reduction in utilization related to Flash Ventures, which was recorded as a charge to Cost of revenue. No such charges were incurred during the three and six months ended September 27, 2024 December 27, 2024.

The Company has facility agreements with Kioxia related to the construction and operation of Kioxia's "K1" 300-millimeter wafer fabrication facility in Kitakami, Japan, a wafer fabrication facility in Yokkaichi, Japan, referred to as "Y7", and a wafer fabrication facility in Kitakami, Japan, referred to as "K2". In connection with the start-up of these facilities, the Company has made prepayments toward future building depreciation. In connection with the start-up of the K1, K2 and Y7 facilities, the Company has made prepayments over time, and as of September 27, 2024 December 27, 2024, \$722 million \$944 million remains to be credited against future building depreciation charges. As of September 27, 2024 December 27, 2024, the Company is also committed to make additional building depreciation prepayments of \$605 million \$303 million, based on the Japanese yen to U.S. dollars dollar exchange rate of 142.56 157.86 as of such date, payable as follows: \$337 million \$60 million in the remainder of fiscal year 2025, \$33 million \$30 million in fiscal year 2026, \$123 million \$111 million in fiscal year 2027, \$98 million \$89 million in fiscal year 2028 and \$14 million \$13 million in fiscal year 2029. As of September 27, 2024 December 27, 2024, in addition to the requirements to make building depreciation prepayments, the Company will also make payments for building depreciation of approximately \$315 million \$107 million at varying dates through fiscal year 2035.

Inventory Purchase Commitments with Flash Ventures. Purchase orders placed under Flash Ventures for up to three months are binding and cannot be canceled.

Research and Development Activities. The Company participates in common research and development ("R&D") activities with Kioxia and is contractually committed to a minimum funding level. R&D commitments are immaterial to the Condensed Consolidated Financial Statements.

Off-Balance Sheet Liabilities

Flash Ventures sells to and leases back from a consortium of financial institutions a portion of its tools and has entered into equipment lease agreements of which the Company guarantees half or all of the outstanding obligations under each lease agreement. The lease agreements are subject to customary covenants and cancellation events related to Flash Ventures and each of the guarantors. The occurrence of a cancellation event could result in an acceleration of Flash Ventures' obligations and a call on the Company's guarantees.

The following table presents the Company's portion of the remaining guarantee obligations under the Flash Ventures' lease facilities in both Japanese yen and U.S. dollar-equivalent, based upon the Japanese yen to U.S. dollar exchange rate as of **September 27, 2024** **December 27, 2024**.

	Lease Amounts				
	(Japanese yen, in billions)	(Japanese yen, in billions)	(U.S. dollar, in millions)	(Japanese yen, in billions)	(U.S. dollar, in millions)
Total guarantee obligations					

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The following table details the breakdown of the Company's remaining guarantee obligations between the principal amortization and the purchase option exercise price at the end of the term of the Flash Ventures lease agreements, in annual installments as of **September 27, 2024** **December 27, 2024** in U.S. dollars, based upon the Japanese yen to U.S. dollar exchange rate as of **September 27, 2024** **December 27, 2024**:

Annual Installments	Annual Installments	Payment of Principal Amortization	Purchase Option Exercise Price at Final Lease Terms	Guarantee Amount	Annual Installments	Payment of Principal Amortization	Purchase Option Exercise Price at Final Lease Terms	Guarantee Amount
(in millions)								
Remaining nine months of 2025								
Remaining six months of 2025								
2026								
2027								
2028								
2029								
2030								
Total guarantee obligations								

The Company and Kioxia have agreed to mutually contribute to, and indemnify each other and Flash Ventures for, environmental remediation costs or liability resulting from Flash Ventures' manufacturing operations in certain circumstances. The Company has not made any indemnification payments, nor recorded any indemnification receivables, under any such agreements. As of **September 27, 2024** **December 27, 2024**, no amounts have been accrued in the Condensed Consolidated Financial Statements with respect to these indemnification agreements.

Unis Venture

The Company has a venture with Unisplendour Corporation Limited and Unisoft (Wuxi) Group Co. Ltd. ("Unis"), referred to as the "Unis Venture", to market and sell the Company's products in China and to develop data storage systems for the Chinese market in the future. The Unis Venture is 49% owned by the Company and 51% owned by Unis. The Company accounts for its investment in the Unis Venture under the equity method of accounting. Revenue on products distributed by the Unis Venture is recognized upon sell through to third-party customers. For both the three and six months ended September 27, 2024 and September 29, 2023 December 27, 2024, the Company recognized approximately 2% and 6% 3% of its consolidated revenue on products distributed by the Unis Venture, respectively. For the three and six months ended December 29, 2023, the Company recognized approximately 4% and 3% of its consolidated revenue, respectively, on products distributed by the Unis Venture. The outstanding accounts receivable due from the Unis Venture were 6% and 7% of Accounts receivable, net as of both September 27, 2024 December 27, 2024 and June 28, 2024, respectively.

Sale of a Majority Interest in a Subsidiary

In connection with the Company's strategic decision to outsource the manufacturing of certain components and assemblies in its flash-based products, on September 28, 2024, the Company's wholly-owned subsidiary, SanDisk China Limited ("SanDisk China") completed the sale of 80% of its equity interest in SanDisk Semiconductor (Shanghai) Co. Ltd. ("SDSS"), the Company's indirect wholly-owned subsidiary in its Flash business that owned its Flash manufacturing facility, to JCET Management Co., Ltd. ("JCET"), a wholly-owned subsidiary of JCET Group Co., Ltd., a Chinese publicly listed company, thereby forming a venture between SanDisk China and JCET (the "Transaction"). The venture aims to provide independent semiconductor assembly, testing, and other related services in the People's Republic of China for customers including, but not limited to, the Company and its affiliates.

Proceeds from the sale, including working capital adjustments, are \$659 million pre-tax. On October 1, 2024, the Company received an initial pre-tax installment of \$262 million. On January 6, 2025, the Company received a second pre-tax installment of \$210 million and expects to receive remaining pre-tax proceeds of \$187 million in five installments of approximately \$37 million on September 28 of each year through September 28, 2029. As of December 27, 2024, the outstanding consideration receivable was recognized at its present value of \$370 million, with \$243 million within Other current assets and \$127 million within Other non-current assets in the Condensed Consolidated Balance Sheets. The present value discount of \$27 million as of December 27, 2024 will be accreted using the effective interest method to Interest income in the Condensed Consolidated Statements of Operations over the next five years.

WESTERN DIGITAL CORPORATION NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

The Company's 20% retained interest in SDSS was determined to be valued at \$158 million based on the fair value of the total pre-tax consideration received and receivable from JCET for its purchase of its 80% interest in SDSS. The Company accounts for its 20% interest in SDSS as an equity method investment within Other non-current assets in the Condensed Consolidated Balance Sheets. The Company's 20% interest in the earnings of SDSS will be recognized one quarter in arrears and will be reported in Other net income (expense), net in the Condensed Consolidated Statements of Operations.

The Transaction resulted in a pre-tax gain of \$113 million, calculated as the difference between the total consideration for the sale, including the outstanding consideration receivable and the fair value of the Company's 20% retained interest, less the carrying value of the net assets divested, which included, among other items, \$71 million of cash and cash equivalents and \$303 million of goodwill allocated to SDSS.

Subsequent to and in connection with the SDSS sale, the Company entered into a five-year Supply Agreement with SDSS to purchase certain flash-based products with a minimum annual commitment of \$550 million ("the minimum annual commitment"). The Supply Agreement contains specific penalties the Company must pay if SDSS's revenue fails to meet the minimum annual commitment. The Supply Agreement also provides that if SDSS's revenue is higher than the minimum annual commitment in any of the two years immediately succeeding any annual period where a shortfall penalty has been paid, SDSS shall reimburse the Company a true-up amount not exceeding the previously paid penalty amount. The Supply Agreement expires on September 28, 2029, and automatically renews for additional one-year terms unless earlier

terminated by any of the parties. The Company also entered into an agreement to grant SDSS certain intellectual property rights on a royalty-free basis for use in manufacturing products on the Company's behalf for the term of and under the Supply Agreement. For the six months ended December 27, 2024, the Company made purchases of \$111 million under the Supply Agreement and had an account payable balance due to SDSS of \$117 million as of December 27, 2024.

The Company also entered into a Transaction Services Agreement ("TSA") to provide certain transitional services for one year following the closing of the Transaction. Charges under the TSA were not material.

WESTERN DIGITAL CORPORATION
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(Unaudited)

Note 10. Leases and Other Commitments

Leases

The Company leases certain domestic and international facilities and data center space under long-term, non-cancelable operating leases that expire at various dates through 2039. These leases include no material variable or contingent lease payments. Operating lease assets and liabilities are recognized based on the present value of the remaining lease payments discounted using the Company's incremental borrowing rate. Operating lease assets also include prepaid lease payments minus any lease incentives. Extension or termination options present in the Company's lease agreements are included in determining the right-of-use asset and lease liability when it is reasonably certain the Company will exercise those options. Lease expense is recognized on a straight-line basis over the lease term.

The following table presents right-of-use lease assets and lease liabilities included in the Company's Condensed Consolidated Balance Sheets:

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024
		(in millions)
Operating lease right-of-use assets (included in Other non-current assets)		
Operating lease liabilities:		
Operating lease liabilities:		
Operating lease liabilities:		
Current portion of long-term operating lease liabilities (included in Accrued expenses)		
Current portion of long-term operating lease liabilities (included in Accrued expenses)		
Current portion of long-term operating lease liabilities (included in Accrued expenses)		
Long-term operating lease liabilities (included in Other liabilities)		
Total operating lease liabilities		

The following table summarizes supplemental disclosures of operating cost and cash flow information related to operating leases:

Three Months Ended	Three Months Ended	Six Months Ended
	Three Months Ended	
	Three Months Ended	
	September 27, 2024	

	September 27, 2024		September 27, 2024	
	(in millions)		(in millions)	
	December 27, 2024	December 29, 2023	December 27, 2024	December 29, 2023
	(in millions)			(in millions)
Cost of operating leases				
Cash paid for operating leases				
Cash paid for operating leases				
Cash paid for operating leases				
Operating lease assets obtained in exchange for operating lease liabilities				
Operating lease assets obtained in exchange for operating lease liabilities				
Operating lease assets obtained in exchange for operating lease liabilities				

The weighted average remaining lease term and discount rate for the Company's operating leases were as follows:

	September 27, 2024	September 27, 2024	September 27, 2024	December 27, 2024	December 27, 2024	December 27, 2024
Weighted average remaining lease term in years						
Weighted average remaining lease term in years						
Weighted average remaining lease term in years						
Weighted average discount rate						
Weighted average discount rate						
Weighted average discount rate						

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As of **September 27, 2024** **December 27, 2024**, minimum lease payments were as follows:

	Lease Amounts	(in millions)
Remaining nine months of 2025		

Remaining six months of 2025	
2026	
2027	
2028	
2029	
Thereafter	
Total future minimum lease payments	
Less: imputed interest	
Present value of lease liabilities	

Sale-Leaseback

In September 2023, the Company completed a sale and leaseback of its facility in Milpitas, California. The Company received net proceeds of \$191 million in cash and recorded a gain of \$85 million on the sale. In connection with the sale, the Company agreed to lease back the facility at an annual lease rate of \$16 million for the first year, increasing by 3% per year thereafter through January 1, 2039. The lease includes three 5-year renewal options and one 4-year renewal option for the ability to extend through December 2057. The supplemental balance sheet information and supplemental disclosures of operating cost and cash flow information related to the lease are included in the tables above.

Purchase Agreements and Other Commitments

In the normal course of business, the Company enters into purchase orders with suppliers for the purchase of components used to manufacture its products. These purchase orders generally cover forecasted component supplies needed for production during the next quarter, are recorded as a liability upon receipt of the components, and generally may be changed or canceled at any time prior to shipment of the components. The Company also enters into long-term agreements with suppliers that contain fixed future commitments, which are contingent on certain conditions such as performance, quality and technology of the vendor's components. As of September 27, 2024 December 27, 2024, the Company had the following minimum long-term commitments:

	Long-Term Commitments	(in millions)
Remaining nine months of 2025		
Remaining six months of 2025		
2026		
2027		
2028		
2029		
Thereafter		
Total		

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 11. Shareholders' Equity and Convertible Preferred Stock

Stock-based Compensation Expense

The following tables present the Company's stock-based compensation for equity-settled awards by type (i.e., restricted stock units ("RSUs"), restricted stock unit awards with performance conditions or market conditions ("PSUs"), and rights to purchase shares of common stock under

the Company's Employee Stock Purchase Plan ("ESPP") and financial statement line as well as the related tax benefit included in the Company's Condensed Consolidated Statements of Operations:

	Three Months Ended
	September 27, 2024
	September 27, 2024
	September 27, 2024
	December 27, 2024
	December 27, 2024
	December 27, 2024
	(in millions)
	(in millions)
	(in millions)

RSUs and PSUs

RSUs and PSUs

RSUs and PSUs

ESPP

ESPP

ESPP

Total

Total

Total

	Three Months Ended
	September 27, 2024
	September 27, 2024
	September 27, 2024
	December 27, 2024
	December 27, 2024

	December 27, 2024
	(in millions)
Cost of revenue	(in millions)
Research and development	(in millions)
Research and development	(in millions)
Research and development	(in millions)
Selling, general and administrative	(in millions)
Selling, general and administrative	(in millions)
Selling, general and administrative	(in millions)
Subtotal	(in millions)
Subtotal	(in millions)
Subtotal	(in millions)
Tax benefit	(in millions)
Tax benefit	(in millions)
Tax benefit	(in millions)
Total	(in millions)
Total	(in millions)
Total	(in millions)

Any shortfalls or excess windfall tax benefits and tax deficiencies for shortfalls related to the vesting and exercise of stock-based awards, which are recognized as a component of the Company's Income tax expense, were immaterial for the periods presented.

Compensation cost related to unvested RSUs, PSUs, and rights to purchase shares of common stock under the ESPP are generally amortized on a straight-line basis over the remaining average service period. The following table presents the unamortized compensation cost and weighted average service period of all unvested outstanding awards as of **September 27, 2024** **December 27, 2024**:

	Unamortized Compensation Costs (in millions)	Unamortized Compensation Costs (in millions)	Weighted Average Service Period (years)	Unamortized Compensation Costs (in millions)	Weighted Average Service Period (years)
RSUs and PSUs ⁽¹⁾					
RSUs and PSUs ⁽¹⁾					
RSUs and PSUs ⁽¹⁾	\$ 635	2.6	2.6	\$ 554	2.4
ESPP	ESPP 11	0.3	0.3	ESPP 57	1.9
Total unamortized compensation cost					2.4

⁽¹⁾ Weighted average service period assumes the performance conditions are met for the PSUs.

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Plan Activities

RSUs and PSUs

The following table summarizes RSU and PSU activity under the Company's incentive plans:

	Number of Shares	Number of Shares	Weighted Average Grant Date	Aggregate Intrinsic Value at Vest Date	Number of Shares	Weighted Average Grant Date	Aggregate Intrinsic Value at Vest Date
	(in millions)	(in millions)	Fair Value		(in millions)	Fair Value	
RSUs and PSUs outstanding at June 28, 2024							
RSUs and PSUs outstanding at June 28, 2024							
RSUs and PSUs outstanding at June 28, 2024							
Granted							
Granted							
Granted							
Vested							
Vested							
Vested							
Forfeited							
RSUs and PSUs outstanding at September 27, 2024							
RSUs and PSUs outstanding at September 27, 2024							
RSUs and PSUs outstanding at September 27, 2024							
RSUs and PSUs outstanding at December 27, 2024							
RSUs and PSUs outstanding at December 27, 2024							
RSUs and PSUs outstanding at December 27, 2024							

RSUs and PSUs are generally settled in an equal number of shares of the Company's common stock at the time of vesting of the units.

Convertible Preferred Stock

On January 31, 2023, the Board of Directors of the Company authorized the designation of 900,000 shares of Series A Convertible Perpetual Preferred Stock, par value \$0.01 per share (the "Preferred Shares"), from the Company's existing ~~five million~~ 5,000,000 authorized but unissued shares of preferred stock and issued the Preferred Shares through a private placement. As of ~~September 27, 2024~~ December 27, 2024 and June 28, 2024, 235,000 of the Preferred Shares were outstanding.

The Preferred Shares have a stated value of \$1,000 per share and accrue a cumulative preferred dividend at an annual rate of 6.25% per annum (increasing to 7.25% per annum on January 31, 2030 and to 8.25% per annum on January 31, 2033) compounded on a quarterly basis. The Preferred Shares also participate in any dividends declared for common shareholders on an as-converted equivalent basis. No dividends have been declared or paid since the issuance of the Preferred Shares. As of ~~September 27, 2024~~ December 27, 2024 and June 28, 2024, unpaid and cumulative dividends payable with respect to the Preferred Shares were ~~\$26~~ \$30 million and \$22 million, respectively.

The Preferred Shares are convertible into shares of the Company's common stock at an initial conversion rate of \$47.75 per share (the "Conversion Price") (subject to anti-dilution adjustments and certain other one-time adjustments upon the occurrence of various specified spin-off transactions) applied to the aggregate sum of the stated value of the Preferred Shares plus any cumulative accrued but unpaid dividends (the "Accumulated Stated Value"). In the event of a standalone spin-off transaction, the holders of the Preferred Shares may have one third of their Preferred Shares converted to a similar class of preferred shares of the spin-off entity. The Preferred Shares will be convertible at the option of the Company after January 31, 2026 if the closing price per share of the Company's common stock exceeds 150% of the Conversion Price for at least 20 out of 30 consecutive trading days immediately prior to the Company's conversion notice.

As of ~~September 27, 2024~~ December 27, 2024 and June 28, 2024, the Preferred Shares outstanding had an aggregate liquidation preference of ~~\$261~~ \$265 million and \$257 million, respectively, and would have been convertible, if otherwise permitted, into approximately ~~56~~ 56 million and 5 million shares of common stock, respectively, on each such date.

WESTERN DIGITAL CORPORATION NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

Note 12. Income Tax Expense

Beginning in fiscal year 2023, the Tax Cuts and Jobs Act (the "2017 Act") requires the Company to capitalize and amortize R&D expenses rather than expensing them in the year incurred. The tax effects related to the capitalization of R&D expenses are included in the effective tax rate for the three and six months ended ~~September 27, 2024~~ December 27, 2024 and ~~September 29, 2023~~ December 29, 2023.

On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022, which contained significant law changes to laws related to tax, climate, energy, and health care. The tax measures include, among other things, a corporate alternative minimum tax ("CAMT") of 15% on corporations with three-year average annual adjusted financial statement income ("AFSI") exceeding \$1.0 billion. The CAMT was effective for the Company beginning with fiscal year 2024. The Company does not expect to be subject to CAMT for fiscal year 2025 as its average annual AFSI did not exceed \$1.0 billion for the preceding three-year period.

On December 20, 2021, the Organization for Economic Co-operation and Development G20 ("OECD/G20") Inclusive Framework on Base Erosion and Profit Shifting released Model Global Anti-Base Erosion rules under Pillar Two ("Pillar Two Model Rules"). Several non-US non-U.S. jurisdictions have either enacted legislation or announced their intention to enact future legislation to adopt certain or all components of the Pillar Two, some of which are effective for the Company in fiscal year 2025. For fiscal year 2025, the Company currently expects to be able to meet certain transitional safe harbors and does not expect any material Pillar Two taxes. As more jurisdictions adopt this legislation in fiscal year 2026, there may be material increases in the Company's future tax obligations in certain jurisdictions.

The following table presents the Company's Income tax expense and the effective tax rate:

Three Months Ended	Three Months Ended	Six Months Ended
--------------------	--------------------	------------------

		Three Months Ended			
		September 27, 2024	September 27, 2024	September 27, 2024	September 27, 2024
		(\$ in millions)		(\$ in millions)	
		December 27, 2024	December 29, 2023	December 27, 2024	December 29, 2023
		(\$ in millions)		(\$ in millions)	
Income (loss) before taxes	Income (loss) before taxes	\$ 741	\$ (259)	\$ 1,369	\$ (941)
Income tax expense	Income tax expense	147	28	282	31
Income tax expense					
Effective tax rate	Effective tax rate	20 %	(11) %	21 %	(3) %
Effective tax rate					
Effective tax rate					

The relative mix of earnings and losses by jurisdiction, the deduction for foreign-derived intangible income, credits, and tax holidays in Malaysia, the Philippines, and Thailand that have or will expire at various dates during years 2025 through 2031 resulted in decreases to the Company's effective tax rate below the U.S. statutory rate for the three and six months ended September 27, 2024 December 27, 2024. However, the tax effects of the mandatory capitalization of R&D expenses offset these decreases, resulting in the Company's effective tax rate being closer to the U.S. Federal statutory rate for the three and six months ended September 27, 2024 December 27, 2024.

The primary drivers of the difference between the effective tax rate for the three and six months ended September 29, 2023 December 29, 2023 and the U.S. Federal statutory rate of 21% are the relative mix of earnings and losses by jurisdiction, and the deduction for foreign-derived intangible income, credits, and tax holidays in Malaysia, the Philippines, and Thailand that will expire at various dates during years 2024 through 2031. In addition, the effective tax rate for the three six months ended September 29, 2023 December 29, 2023 includes the discrete effect of a net decrease of \$30 million to the liability for unrecognized tax benefits, which includes interest and offsetting tax benefits, as a result of adjustments to align with IRS calculations.

Uncertain Tax Positions

With the exception of certain unrecognized tax benefits that are directly associated with the tax position taken, unrecognized tax benefits are presented gross in the Condensed Consolidated Balance Sheets.

WESTERN DIGITAL CORPORATION
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(Unaudited)

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits excluding accrued interest and penalties for the **three** **six** months ended **September 27, 2024** **December 27, 2024** (in millions):

Accrual balance at June 28, 2024	\$ 721
Gross increases related to current year tax positions	48
Gross increases related to prior year tax positions	94
Gross decreases related to prior year tax positions	(2)(5)
Settlements	(39)
Lapse of statute of limitations	(1)
Accrual balance at September 27, 2024 December 27, 2024	\$ 692 688

In addition to the amounts noted above, interest and penalties related to unrecognized tax benefits are recognized in liabilities recorded for uncertain tax positions and are recorded in the provision for income taxes. Accrued interest and penalties included in the Company's liability related to unrecognized tax benefits as of **September 27, 2024** **December 27, 2024** were **\$70 million** **\$72 million**. Of the aggregate unrecognized tax benefits, including interest and penalties, as of **September 27, 2024** **December 27, 2024**, approximately **\$597 million** **\$594 million** could result in potential cash payments. The Company is not able to provide a reasonable estimate of the timing of future tax payments related to these obligations.

The Company had previously reached a final agreement with the IRS regarding notices of deficiency with respect to years 2008 through 2012 and in February 2024 also reached a final agreement for resolving the notices of proposed adjustments with respect to years 2013 through 2015. During the **three** **six** months ended **September 27, 2024** **December 27, 2024**, the Company made a payment of \$130 million for interest with respect to years 2008 through 2012 and **\$23** **\$32** million for tax and interest with respects respect to years 2013 through 2015, resulting in a no remaining liability of **\$10 million** as of **September 27, 2024** **December 27, 2024** related to all years from 2008 through 2015. The Company expects to pay any remaining balance with respect to this matter within the next twelve months.

In connection with settlements for the years 2008 through 2015, the Company expects to realize reductions to its mandatory deemed repatriation tax obligations and tax savings from interest deductions in future years aggregating to approximately **\$162** **\$166** million. Of this amount, **\$31** **\$65** million of the interest savings from the interest paid with respect to years 2008 through **2012** **2015** is classified as a deferred tax asset due to interest expense limitation rules.

The Company believes that adequate provision has been made for any adjustments that may result from any other tax examinations. However, the outcome of such tax examinations cannot be predicted with certainty. If any issues addressed in the Company's tax examinations are resolved in a manner not consistent with management's expectations, the Company could be required to adjust its provision for income taxes in the period such resolution occurs. As of **September 27, 2024** **December 27, 2024**, with the exception of the IRS matter discussed above, it was not possible to estimate the amount of change, if any, in the unrecognized tax benefits that is reasonably possible within the next twelve months. Any significant change in the amount of the Company's liability for unrecognized tax benefits would most likely result from additional information or settlements relating to the examination of the Company's tax returns.

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(Unaudited)

Note 13. Net Income (Loss) Per Common Share

The following table presents the computation of basic and diluted income (loss) per common share:

	Three Months Ended		Six Months Ended	
	Three Months Ended		December	
	December 27, 2024	December 29, 2023	December 27, 2024	29, 2023
(in millions, except per share data)				
(in millions, except per share data)				
(in millions, except per share data)				(in millions, except per share data)
Net income (loss)				
Less: dividends allocated to preferred shareholders				
Less: dividends allocated to preferred shareholders				
Less: dividends allocated to preferred shareholders				
Less: income attributable to participating securities ⁽¹⁾				
Less: income attributable to participating securities ⁽¹⁾				
Less: income attributable to participating securities ⁽¹⁾				
Net income (loss) attributable to common shareholders				
Re-allocation of participating securities considered potentially dilutive securities				
Diluted net income (loss) attributable to common shareholders				
Net income (loss) attributable to common stockholders				
Net income (loss) attributable to common stockholders				
Net income (loss) attributable to common stockholders				
Weighted average shares outstanding:				
Weighted average shares outstanding:				
Weighted average shares outstanding:				
Basic				
Basic				
Basic				
RSUs, PSUs, ESPP, and the convertible notes				
RSUs, PSUs, ESPP, and the convertible notes				
RSUs, PSUs, ESPP, and the convertible notes				
Diluted				
Diluted				
Diluted				
Net income (loss) per common share				

Net income (loss) per common share
Net income (loss) per common share
Basic
Basic
Basic
Diluted
Diluted
Diluted
Anti-dilutive potential common shares excluded
Anti-dilutive potential common shares excluded
Anti-dilutive potential common shares excluded

⁽¹⁾ Preferred stock represents participating securities because they participate in any dividends on shares of common stock on a pari passu, pro rata basis. Preferred stock does not participate in undistributed net losses.

Basic net income (loss) per share attributable to common shareholders is computed using (i) net income (loss) less (ii) dividends allocated to preferred shareholders less (iii) net income (loss) attributable to participating securities divided by (iv) weighted average basic shares outstanding. Diluted net income or loss per share attributable to common shareholders is computed as (i) basic net income (loss) attributable to common shareholders plus (ii) diluted adjustments to income allocable to participating securities divided by (iii) weighted average diluted shares outstanding. The "if-converted" "if-converted" method is used to determine the dilutive impact for the convertible notes and the preferred shares. The treasury stock method is used to determine the dilutive impact of unvested equity awards.

Potentially dilutive common shares include dilutive outstanding employee stock options, RSUs and PSUs, rights to purchase shares of common stock under the Company's ESPP, shares issuable in connection with the Company's convertible notes, and the preferred shares. For the three months and six months ended September 27, 2024 December 27, 2024, all common shares subject to outstanding equity awards are included in the calculation of diluted shares based on the Company's average stock price during the period. For the three months and six months ended September 29, 2023 December 29, 2023, the Company recorded a net loss, and all shares subject to outstanding equity awards were excluded from the calculation of diluted shares for those periods because their impact would have been anti-dilutive.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 14. Employee Termination, Asset Impairment and Other

Business Realignment

The Company periodically incurs charges to realign its operations with anticipated market demand, primarily consisting of organization rationalization designed to streamline its business, reduce its cost structure, and focus its resources. The Company may also record credits related to gains upon sale of property in connection with these activities. In this regard, for the three six months ended September 29, 2023 December 29, 2023, the Company reassessed existing capacity development plans and made a decision to cancel certain projects, including projects to expand capacity in its Penang, Malaysia facility, resulting in the impairment of existing construction in progress, other assets and the recognition of a liability for certain contract termination costs. The Company also took actions to reduce the amount of capital invested in facilities, including the sale-leaseback of its facility in Milpitas, California in September 2023 as discussed in Note 10, *Leases and Other Commitments*.

The Company recorded the following net charges related to these actions for the periods presented:

	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024
Employee termination benefits			
Asset impairments			
Asset impairments			
Asset impairments			
Other charges (gains):			
Other charges (gains):			
Other charges (gains):			
Recovery of non-cancellable PO			
Recovery of non-cancellable PO			
Recovery of non-cancellable PO			
Contract termination and other			
Contract termination and other			
Contract termination and other			
Gain on sale-leaseback of facility			
Gain on sale-leaseback of facility			
Gain on sale-leaseback of facility			
Total employee termination, asset impairment, and other			
Total employee termination, asset impairment, and other			
Total employee termination, asset impairment, and other			
Total employee termination, asset impairment and other			
Total employee termination, asset impairment and other			
Total employee termination, asset impairment and other			

The following table presents an analysis of the components of these activities against the reserve (included in Accrued expenses) during the **three** **six** months ended **September 27, 2024** **December 27, 2024**:

	Contract Termination and Other		
	<i>(in millions)</i>		
Accrual balance at June 28, 2024	\$ 28		
Charges	2		
Cash payments	(3)		
Accrual balance at September 27, 2024	\$ 27		
<hr/>			
	Employee Termination Benefits	Contract Termination and Other	Total
	<i>(in millions)</i>	<i>(in millions)</i>	<i>(in millions)</i>
Accrual balance at June 28, 2024	\$ —	\$ 28	\$ 28
Charges	2	2	4
Cash payments	—	(5)	(5)
Recovery of non-cancellable PO	—	(9)	(9)
Accrual balance at December 27, 2024	<hr/> \$ 2	<hr/> \$ 16	<hr/> \$ 18

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 15. Supplier Finance Program

The Company maintains a voluntary supplier finance program that provides participating suppliers with enhanced receivable options. The program allows participating suppliers of the Company, at their sole discretion and cost, to sell their receivables due from the Company to a third-party financial institution and receive early payment at terms negotiated between the supplier and the third-party financial institution. The Company's vendor payment terms and amounts are not impacted by a supplier's decision to participate in this program.

The Company's current payment terms with its suppliers under these programs generally range from 60 to 90 days and payment terms that the Company negotiates with its suppliers are not impacted by whether a supplier participates in the program. The Company does not provide any guarantees to any third parties and no assets are pledged in connection with the arrangements.

The Company's outstanding payment obligations to vendors eligible to participate under its supplier finance program were \$41 million \$37 million and \$37 million as of September 27, 2024 December 27, 2024 and June 28, 2024, respectively, and are included within Accounts payable on the Company's Condensed Consolidated Balance Sheets.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 16. Legal Proceedings

Tax

For disclosures regarding the status of statutory notices of deficiency issued by the IRS with regard to tax years 2008 through 2015, see Note 12, *Income Tax Expense*.

Intellectual Property Litigation

On August 26, 2022, MR Technologies, GmbH ("MRT") filed an action in the United States District Court for the Central District of California (the "Central District Court") against the Company's wholly-owned subsidiary, Western Digital Technologies, Inc., alleging infringement of U.S. Patent Nos. 9,978,413, 9,928,864, 11,133,031 and 11,138,997, each of which relate to hard disk drive media. As the case progressed, MRT dropped its claims with respect to U.S. Patent Nos. 9,978,413 and 11,133,031, and the case proceeded to trial in July 2024 on the remaining two patents (together, the "MRT Patents"). The trial concluded on July 26, 2024, and the jury awarded MRT a lump sum of \$262 million for use of the MRT Patents in the past and through their remaining lives. MRT also requested and was awarded prejudgment interest totaling \$117 million in a judgment entered on August 15, 2024. In addition, MRT requested attorney's fees and post-judgment interest.

In the fourth quarter of fiscal year 2024, the Company recognized an aggregate liability for this matter of \$384 million with \$291 million recognized as an Operating expense under Litigation matter for the year ended June 28, 2024 and \$93 million recognized as Other non-current assets for the patent licenses, to be amortized over their remaining lives. During the first quarter of fiscal 2025, three and six months ended December 27, 2024, the Company recognized incremental charges of \$0 and \$3 million, respectively, related to plaintiff's attorney's fees in Operating expense under Litigation matter, \$2 million; \$4 million and \$6 million, respectively, of post-judgment interest in Other income (expense), net, net; and \$9 million and \$19 million, respectively, in Cost of revenue from the subsequent amortization of licenses related to this matter. The Company believes it has meritorious defenses, plans to file post-trial motions, and if not successful, plans to appeal the judgment and continue to defend itself vigorously.

On September 28, 2016, SPEX Technologies, Inc. ("SPEX") filed a lawsuit in the Central District Court against the Company and two of the Company's current or former wholly-owned subsidiaries, Western Digital Technologies, Inc. and HGST Inc., alleging infringement of U.S. Patent Nos. 6,088,802 and 6,003,135, both of which allegedly relate to moving a security mechanism (e.g., the encrypting/decrypting mechanism) from a host computer or a separate device to a peripheral device that provides data storage. As the case progressed, SPEX dismissed its allegations relating to U.S. Patent No. 6,003,135 and narrowed its case to one claim under U.S. Patent No. 6,088,802 asserted against certain HDD products that may include certain encryption capabilities. The trial commenced on October 8, 2024, and concluded on October 18, 2024, and the jury awarded SPEX damages of \$316 million for the use of one claim of related to U.S. Patent No. 6,088,802 in the past, prior to its expiration in 2017. On January 8, 2025, the Court entered judgment for SPEX has in accordance with the verdict and also requested the court to award it awarded SPEX prejudgment interest of \$233 million and legal costs. The Company intends to contest the verdict and, based on available arguments, the Company believes the jury verdict and any the prejudgment interest and legal costs will be reversed, amended or vacated when the Company files motions for judgment as a matter of law in the district court or presents its appeal to the United States Court of Appeals for the Federal Circuit, if necessary. The Company therefore believes a loss is not probable and has not accrued a liability as a result of the jury verdict or the request for prejudgment interest and legal costs entry of judgment in its financial statements as of September 27, 2024 December 27, 2024.

The ability to predict the ultimate outcome of these matters involves judgments, estimates and inherent uncertainties. The actual outcome of these matters could differ materially from management's estimates.

Other Matters

In the normal course of business, the Company is subject to legal proceedings, lawsuits and other claims. Although the ultimate aggregate amount of probable monetary liability or financial impact with respect to these other matters is subject to many uncertainties, management believes that any monetary liability or financial impact to the Company from these matters, individually and in the aggregate, would not be material to the Company's financial condition, results of operations or cash flows. However, any monetary liability and financial impact to the Company from these matters could differ materially from management's expectations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis contains forward-looking statements within the meaning of the federal securities laws, and should be read in conjunction with the disclosures we make concerning risks and other factors that may affect our business and operating results. You should read this information in conjunction with the unaudited Condensed Consolidated Financial Statements and the notes thereto included in this Quarterly Report on Form 10-Q, and the audited Consolidated Financial Statements and notes thereto included in Part II, Item 8 of our Annual Report on Form 10-K for the fiscal year ended June 28, 2024. See also "Forward-Looking Statements" immediately prior to Part I, Item 1 in this Quarterly Report on Form 10-Q.

Unless otherwise indicated, references herein to specific years and quarters are to our fiscal years and fiscal quarters. As used herein, the terms "we," "us," "our," and the "Company" refer to Western Digital Corporation and its subsidiaries.

Our Company

We are a leading developer, manufacturer, and provider of data storage devices and solutions based on both hard disk drive and NAND flash technologies. With a differentiated innovation engine driving advancements in storage and semiconductor technologies, our broad and ever-expanding portfolio delivers powerful HDD hard disk drives ("HDD") and Flash storage flash-based products ("Flash") solutions for everyone from students, gamers, and home offices to the largest enterprises and public clouds to capture, preserve, access, and transform an ever-increasing diversity of data.

Our broad portfolio of technology and products addresses our multiple end markets: "Cloud," "Client," and "Consumer". Cloud is comprised primarily of products for public or private cloud environments and enterprise customers. Through the Client end market, we provide our original equipment manufacturer "OEM" and channel customers a broad array of high-performance HDD and Flash solutions across personal computer, mobile, gaming, automotive, virtual reality headsets, at-home entertainment, and industrial spaces. The Consumer end market is highlighted by our broad range of retail and other end-user products, which capitalize on the strength of our product brand recognition and vast points of presence around the world.

Our fiscal year ends on the Friday nearest to June 30 and typically consists of 52 weeks. Approximately every five to six years, we report a 53-week fiscal year to align the fiscal year with the foregoing policy. Fiscal year 2025, which will end on June 27, 2025, and fiscal year 2024, which ended on June 28, 2024, are each comprised of 52 weeks, with all quarters presented consisting of 13 weeks.

Key Developments

Separation of Business Units

On October 30, 2023, we announced that our Board of Directors had completed its strategic review of our business and, after evaluating a comprehensive range of alternatives, authorized us to pursue a plan to separate our HDD and Flash business units to create two independent, public companies, with Sandisk Corporation, currently a wholly owned subsidiary of the Company, holding our Flash business, and Western Digital focusing on our existing HDD business. We believe the separation will better position each business unit to execute innovative technology and product development, capitalize on unique growth opportunities, extend respective leadership positions, and operate more efficiently with distinct capital structures. The completion of the planned separation is subject to certain conditions, including final approval by our Board of Directors. At the beginning of our second quarter of fiscal year 2025, we entered the soft-spin phase of our separation plan. The soft-spin phase represents the period when we begin testing critical processes and systems for each future HDD and Flash company to ensure that both are ready to operate independently at legal separation. We continue to make progress on the work required to execute the separation. The separation which we will be effected through a pro rata distribution of 80.1% of the outstanding shares of Sandisk Corporation to holders of the Company's common stock as of February 12, 2025, the record date for the distribution. We expect the distribution to occur on or about February 21, 2025. However, completion of the planned separation is subject to certain conditions, and no assurance can be provided as to the timing of the distribution or that all conditions to the distribution will occur after we close the second quarter of fiscal 2025. be met.

Operational Update

Macroeconomic factors such as inflation, changes in interest rates, and recession concerns softened demand for our products during 2023 and the first half of 2024. As a result, we and our industry experienced a supply-demand imbalance, which resulted in reduced shipments and negatively impacted pricing during those periods. To adapt to these conditions, since the beginning of 2023, we implemented measures to reduce operating expenses and proactively manage supply and inventory to align with demand and improve our capital efficiency while continuing to deploy innovative products. These actions enabled us to scale back on capital expenditures, consolidate production lines, and reduce production. During the first quarter of 2024, these actions production, which resulted in incremental charges for employee termination, asset impairment, and charges for unabsorbed manufacturing overhead costs in HDD and Flash due to the underutilization of facilities as we temporarily scaled back production.

We are now seeing an improvement in the supply and demand dynamic in HDD, leading to improved revenues. The increase in demand resulted in increased revenue and gross margin across our segments revenues in the first quarter half of fiscal 2025 from the comparable period in the prior year. However, in Flash, we are experiencing what we believe is a mid-cycle slowdown. We expect to incur charges for unabsorbed manufacturing overhead costs as a result of the reduced utilization of our manufacturing capacity in the remainder of fiscal 2025 as we moderate production levels to align with demand in Flash. We anticipate that digital transformation, including the AI artificial intelligence data-cycle, will continue to drive improved market conditions in the near- and long-term for data storage, encompassing both HDD and Flash technologies. Leveraging our expertise and innovation in both areas, we believe we are well-positioned to capitalize on this improved market condition, the long term.

We will continue to actively monitor developments impacting our business and may take additional responsive actions that we determine to be in the best interest of our business and stakeholders.

Sale of a Majority Interest in a Subsidiary

As discussed in Part I, Item 1, Note 4, 9, *Supplemental Financial Statement Data Related Parties and Related Commitments and Contingencies*, of the Notes to Condensed Consolidated Financial Statements included in March 2024, we entered into an agreement to sell this Quarterly Report on Form 10-Q, on September 28, 2024, our wholly-owned subsidiary, SanDisk China Limited ("SanDisk China") completed the sale of 80% of its equity interest in one of SanDisk Semiconductor (Shanghai) Co. Ltd. ("SDSS"), our indirect wholly-owned subsidiary in our Flash business that owned our Flash manufacturing subsidiaries facility, to JCET Management Co., Ltd. ("JCET"), a third-party contract manufacturing company. wholly-owned subsidiary of JCET Group Co., Ltd., a Chinese publicly listed company, thereby forming a venture between SanDisk China and JCET. The transaction resulted in a pre-tax gain of \$113 million.

Subsequent to the first quarter of fiscal 2025, on September 28, 2024, the transaction closed. In and in connection with this transaction, the SDSS sale, we entered into a 5-year supply agreement five-year Supply Agreement with JCET SDSS to purchase wafers certain flash-based products with a minimum annual commitment of \$550 million.

As a result of this transaction, we expect to incur a modest reduction in annual operating expenses and a reduction in annual capital expenditures related to assembly and testing of Flash-based flash-based products. We also anticipate that the transition to a contract manufacturing model through SDSS will result in a small increase in our annual cost of revenue for Flash-based flash-based products.

Tax Resolution

As previously disclosed, we had previously reached a final agreement with the IRS and received notices of deficiency with respect to years 2008 through 2012 and in February 2024, also reached a final agreement for resolving the notices of proposed adjustments with respect to years 2013 through 2015. During the three six months ended September 27, 2024 December 27, 2024, we made payments aggregating \$153 \$162 million for tax and interest with respect to all years 2008 through 2015 and have a no remaining liability of \$10 million as of September 27, 2024 December 27, 2024 related to all years from 2008 through 2015. We expect to pay any remaining balance with respect to this matter within the next twelve months. Additional information regarding these settlements and our assessment of the potential tax and interest payments we expect to pay in connection with the settlements is provided in our discussion of Income tax expense in our "Results of Operations" below, as well as in Part I, Item 1, Note 12, *Income Tax Expense*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q, and in the "Short- and Long-term Liquidity – Unrecognized Tax Benefits" section below.

Results of Operations

Second Quarter and First Quarter Half Overview

The following table sets forth, for the periods presented, selected summary information from our Condensed Consolidated Statements of Operations by dollars and percentage of net revenue⁽¹⁾:

	Three Months Ended	Three Months Ended	Three Months Ended
	September 27, 2024	September 27, 2024	September 27, 2024
	December 27, 2024	December 27, 2024	December 27, 2024
	\$ in millions	\$ in millions	\$ in millions
Revenue, net			
Revenue, net			
Revenue, net			
Cost of revenue			
Cost of revenue			
Cost of revenue			
Gross profit			
Gross profit			
Gross profit			
Operating expenses:			
Operating expenses:			
Operating expenses:			
Research and development			
Research and development			
Research and development			
Selling, general and administrative			
Selling, general and administrative			

Selling, general and administrative
Litigation matter
Litigation matter
Litigation matter
Employee termination, asset impairment and other
Employee termination, asset impairment and other
Employee termination, asset impairment and other
Gain on business divestiture
Gain on business divestiture
Gain on business divestiture
Business separation costs
Business separation costs
Business separation costs
Employee termination, asset impairment and other
Employee termination, asset impairment and other
Employee termination, asset impairment and other
Total operating expenses
Total operating expenses
Total operating expenses
Operating income (loss)
Operating income (loss)
Operating income (loss)
Interest and other expense:
Interest and other expense:
Interest and other expense:
Interest income
Interest income
Interest income
Interest expense
Interest expense
Interest expense
Other income (expense), net
Other income (expense), net
Other income (expense), net
Total interest and other expense, net
Total interest and other expense, net
Total interest and other expense, net
Income (loss) before taxes
Income (loss) before taxes
Income (loss) before taxes
Income tax expense
Income tax expense

Income tax expense	
Net income (loss)	
Net income (loss)	
Net income (loss)	
Less: dividends allocated to preferred shareholders	
Less: dividends allocated to preferred shareholders	
Less: dividends allocated to preferred shareholders	
Less: income attributable to preferred shareholders	
Less: income attributable to preferred shareholders	
Less: income attributable to preferred shareholders	
Net income (loss) attributable to common shareholders	
Net income (loss) attributable to common shareholders	
Net income (loss) attributable to common shareholders	

⁽¹⁾ Percentages may not total due to rounding.

	Six Months Ended					
	December 27, 2024		December 29, 2023		\$ Change	% Change
	\$ in millions					
Revenue, net	\$ 8,380	100.0 %	\$ 5,782	100.0 %	\$ 2,598	45 %
Cost of revenue	5,313	63.4	5,191	89.8	122	2
Gross profit	3,067	36.6	591	10.2	2,476	419
Operating expenses:						
Research and development	1,021	12.2	875	15.1	146	17
Selling, general and administrative	480	5.7	405	7.0	75	19
Gain on business divestiture	(113)	(1.3)	—	—	(113)	n/a
Business separation costs	87	1.0	36	0.6	51	142
Litigation matter	3	—	—	—	3	n/a
Employee termination, asset impairment and other	(5)	(0.1)	81	1.4	(86)	(106)
Total operating expenses	1,473	17.6	1,397	24.2	76	5
Operating income (loss)	1,594	19.0	(806)	(13.9)	2,400	298
Interest and other expense:						
Interest income	20	0.2	20	0.3	—	—
Interest expense	(194)	(2.3)	(206)	(3.6)	12	(6)
Other income (expense), net	(51)	(0.6)	51	0.9	(102)	(200)
Total interest and other expense, net	(225)	(2.7)	(135)	(2.3)	(90)	67
Income (loss) before taxes	1,369	16.3	(941)	(16.3)	2,310	245
Income tax expense	282	3.4	31	0.5	251	810

Net income (loss)	1,087	13.0	(972)	(16.8)	2,059	212
Less: dividends allocated to preferred shareholders	8	0.1	29	0.5	(21)	(72)
Less: income attributable to preferred shareholders	17	0.2	—	—	17	n/a
Net income (loss) attributable to common shareholders	<u><u>\$ 1,062</u></u>	12.7 %	<u><u>\$ (1,001)</u></u>	(17.3)%	\$ 2,063	206 %

⁽¹⁾ Percentages may not total due to rounding.

The following table sets forth, for the periods presented, a summary of our segment information:

	Three Months Ended	Three Months Ended	Three Months Ended	Six Months Ended
	Three Months Ended	Three Months Ended	Three Months Ended	
	September 27, 2024	September 27, 2024	September 27, 2024	
	\$ in millions	\$ in millions	\$ in millions	
	December 27, 2024	December 29, 2023	December 27, 2024	December 29, 2023
	\$ in millions			\$ in millions
Net revenue:				
HDD				
HDD				
HDD				
Flash				
Flash				
Flash				
Total net revenue				
Total net revenue				
Total net revenue				
Gross profit:				
Gross profit:				
Gross profit:				
HDD				
HDD				
HDD				
Flash				

Flash
Flash
Unallocated corporate items:
Unallocated corporate items:
Unallocated corporate items:
Stock-based compensation expense
Stock-based compensation expense
Stock-based compensation expense
Amortization of acquired intangible assets
Amortization of acquired intangible assets
Amortization of licenses related to a litigation matter
Amortization of acquired intangible assets
Recovery from contamination incident
Amortization of licenses related to a litigation matter
Recovery from contamination incident
Recovery from contamination incident
Amortization of licenses related to a litigation matter
Amortization of licenses related to a litigation matter
Total unallocated corporate items
Total unallocated corporate items
Total unallocated corporate items
Consolidated gross profit
Consolidated gross profit
Consolidated gross profit
Gross margin:
Gross margin:
Gross margin:
HDD
HDD
HDD
Flash
Flash
Flash
Consolidated gross margin
Consolidated gross margin
Consolidated gross margin

The following table sets forth for the periods presented, summary information regarding our disaggregated revenue:

	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Three Months Ended September 27, 2024	Six Months Ended December 27, 2024	December 29, 2023	December 27, 2024	December 29, 2023
Revenue by end market							
Cloud							
Cloud							
Cloud							
Client							
Client							
Client							
Consumer							
Consumer							
Consumer							
Total revenue							
Total revenue							
Total revenue							
Revenue by geography							
Revenue by geography							
Revenue by geography							
Asia							
Asia							
Asia							
Americas							
Americas							
Americas							
Europe, Middle East and Africa							
Europe, Middle East and Africa							
Europe, Middle East and Africa							
Total revenue							
Total revenue							
Total revenue							

Net Revenue

Comparison of Three and Six Months Ended September 27, 2024 December 27, 2024 to Three and Six Months Ended September 29, 2023 December 29, 2023

The increase in consolidated net revenue for the three and six months ended September 27, 2024 December 27, 2024 from the comparable period periods in the prior year reflected increases in both HDD and Flash revenue as discussed in more detail below.

HDD revenue increased by 85% 76% for the three months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year, as a result of a 107% 93% increase in exabytes sold, primarily from higher shipments of our high capacity enterprise drives, partially offset by a 10% an 8% decline in average selling prices per gigabyte primarily due to a shift in the product mix to larger capacity drives.

HDD revenue increased by 80% for the six months ended December 27, 2024 from the comparable period in the prior year, as a result of a 99% increase in exabytes sold, partially offset by a 9% decline in average selling prices per gigabyte, driven by the same factors described for the three-month period.

Flash revenue increased by 21% 13% for the three months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year, reflecting a 39% 14% increase in average selling prices per gigabyte primarily due to improved pricing as the supply-demand balance improved, improved. Flash revenue increased by 17% for the six months ended December 27, 2024 from the comparable period in the prior year, resulting from a 26% increase in average selling prices per gigabyte, partially offset by a 12% decrease 7% decline in exabytes sold. The increase in average selling prices per gigabyte was attributable to the same factors described above for the three-month period while the decrease in exabytes sold for the period was primarily due to the near-term drop in driven by softer demand in the Client and Consumer end markets partially offset by increased demand in the Cloud end market, first three months of the year.

Cloud revenue increased by 153% 119% for the three months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year, reflecting a 140% 114% increase in exabytes sold and a 7% 4% increase in average selling prices per gigabyte. The increase in exabytes sold was driven by higher shipments of our high capacity enterprise HDD products stemming from new data center builds. The increase in average selling prices per gigabyte was primarily due to improved pricing in Flash as the supply-demand balance improved.

Client Cloud revenue increased by 5% 134% for the three six months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year, reflecting a 33% 126% increase in exabytes sold and a 5% increase in average selling prices per gigabyte. The increase in exabytes sold and average selling prices per gigabyte are attributed to the same factors described for the three-month period.

Client revenue increased by 4% for the three months ended December 27, 2024 from the comparable period in the prior year, reflecting a 15% increase in average selling prices per gigabyte, partially offset by a 20% an 11% decrease in exabytes sold. The increase in average selling prices per gigabyte over the prior year period was primarily due to improved pricing in Flash, Flash, partially offset by a decline in pricing in HDD. The decline in exabytes sold reflected the a near-term drop in demand for Flash products.

Consumer Client revenue declined 7% increased by 5% for the three six months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year, reflecting a 15% 24% increase in average selling prices per gigabyte, partially offset by a 16% decrease in exabytes sold. The increase in average selling prices per gigabyte and the decline in exabytes sold over the prior year are attributed to the same factors described for the three-month period.

Consumer revenue declined by 8% for the three months ended December 27, 2024 from the comparable period in the prior year, reflecting a 5% decrease in exabytes sold and a 3% decline in average selling prices per gigabyte, which were driven by softer demand and pricing declines in both HDD and Flash products. Consumer revenue declined by 8% for the six months ended December 27, 2024 from the comparable period in the prior year, reflecting a 10% decrease in exabytes sold, partially offset by a 10% 3% increase in average selling prices per gigabyte. The decrease in exabytes sold was due to lower shipments of primarily driven by softer demand in both HDD and Flash products. products in this end market. The increase in average selling prices per gigabyte was driven by primarily due to improved pricing in both HDD and Flash from the improvement in the supply-demand balance in the first quarter of the year.

The changes in net revenue by geography for the three and six months ended **September 27, 2024** **December 27, 2024** from the comparable period in the prior year reflected higher revenue in the Americas region from Cloud customers as noted above.

Our top 10 customers accounted for 51% and 50% of our net revenue for the three and six months ended **September 27, 2024** **December 27, 2024**, respectively, compared to 44% 39% of our net revenue for both the three and six months ended **September 29, 2023** **December 29, 2023**. For the three and six months ended **September 27, 2024** **December 27, 2024**, one customer accounted for 14% of our net revenue. **No** For the three and six months ended **December 29, 2023**, no single customer accounted for 10% or more of the Company's **our** net **revenue** for the three months ended **September 29, 2023** **revenue**.

Consistent with standard industry practice, we have sales incentive and marketing programs that provide customers with price protection and other incentives or reimbursements that are recorded as a reduction to gross revenue. These programs represented 13% 15% and 20% 14% of gross revenue for the three and six months ended **September 27, 2024** **December 27, 2024** and **September 29, 2023** 18% and 19% for the three and six months ended **December 29, 2023**, respectively. The amounts attributed to our sales incentive and marketing programs generally vary according to several factors, including industry conditions, list pricing strategies, seasonal demand, competitor actions, channel mix, and overall availability of products. The decrease in program amounts in the current period reflects the improved demand and pricing environment. Changes in future customer demand and market conditions may require us to adjust our incentive programs as a percentage of gross revenue.

Gross Profit and Gross Margin

Consolidated gross profit increased by **\$1.45 billion** **\$1.02 billion** for the three months ended **September 27, 2024** **December 27, 2024** from the comparable period in the prior year, primarily due to higher product shipments, improved pricing, and favorable product mix. In addition, the prior year period included charges for unabsorbed manufacturing overhead costs as a result of the reduced utilization of our manufacturing capacity of **\$225 million** **\$156 million** (**\$83.49 million** in HDD and **\$142 million** **\$107 million** in Flash), which were not incurred in the current period. Consolidated gross margin increased by 34.19 percentage points year over year, mainly due to improved pricing and favorable product mix with approximately 5 percentage points of the increase due to the unabsorbed manufacturing overhead costs incurred in the prior year period but not incurred in the current period.

HDD gross margin for the three months ended December 27, 2024 increased by approximately 14 percentage points year over year, primarily due to higher product shipments with approximately 4 percentage points of the increase due to the unabsorbed manufacturing overhead costs incurred in the prior year period but not incurred in the current period.

Flash gross margin for the three months ended December 27, 2024 increased by approximately 25 percentage points year over year, primarily due to improved pricing and favorable product mix with approximately 6 percentage points of the increase due to the unabsorbed manufacturing overhead costs incurred in the prior year period but not incurred in the current period.

Consolidated gross profit increased by \$2.48 billion for the six months ended December 27, 2024 from the comparable period in the prior year, primarily due to higher product shipments, improved pricing, and favorable product mix. In addition, the prior year period included charges for unabsorbed manufacturing overhead costs as a result of the reduced utilization of our manufacturing capacity of \$381 million (**\$132 million** in HDD and **\$249 million** in Flash), which were not incurred in the current period. Consolidated gross margin increased by approximately 26 percentage points year over year, mainly due to improved pricing and favorable product mix with approximately 7 percentage points of the increase due to the unabsorbed manufacturing overhead costs incurred in the prior year period but not incurred in the current period.

HDD gross margin for the six months ended December 27, 2024 increased by approximately 15 percentage points year over year, primarily due to higher product shipments with approximately 5 percentage points of the increase due to the unabsorbed manufacturing overhead costs incurred in the prior year period but not incurred in the current period.

Flash gross margin for the six months ended December 27, 2024 increased by approximately 37 percentage points year over year, primarily due to improved pricing and favorable product mix with approximately 8 percentage points of the increase due to the **underutilization** charges unabsorbed manufacturing overhead costs incurred in the prior year period but not incurred in the current period.

HDD gross margin increased by 15 percentage points year over year, primarily due to higher product shipments with approximately 7 percentage points of the increase due to the manufacturing underutilization charges incurred in the prior year period but not incurred in the current period.

Flash gross margin increased by 49 percentage points year over year, primarily due to improved pricing and favorable product mix with approximately 9 percentage points of the increase due to the underutilization charges incurred in the prior year period but not incurred in the current period.

Operating Expenses

Research and development ("R&D") expense increased by \$88 million \$58 million for the three months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year. The increase was driven by a \$56 million \$39 million increase in compensation and benefits due to higher variable compensation and increased headcount a \$10 million increase in material purchases, and modest increases in spending for R&D projects as we continue to invest in innovation.

Selling, general and administrative ("SG&A") R&D expense increased by \$35 million \$146 million for the three six months ended September 27, 2024 December 27, 2024 from the comparable period in the prior year. The increase was primarily driven by a \$26 million \$95 million increase in compensation and benefits due to the same factors as the three-month period and a \$36 million increase in material purchases, outside services, hardware and equipment spending due to an increase in spending for R&D projects as we continue to invest in innovation.

Selling, general and administrative ("SG&A") expense increased by \$40 million for the three months ended December 27, 2024 from the comparable period in the prior year. The increase was primarily driven by a \$27 million increase in compensation and benefits, which was driven by higher variable compensation and increased headcount, a \$10 million \$9 million increase in legal fees, and an \$8 million a \$5 million increase in dis-synergy costs as we prepare for the business separation, material purchases, partially offset by a \$17 million \$20 million decrease in strategic review costs. SG&A expense increased by \$75 million for the six months ended December 27, 2024 from the comparable period in the prior year. The increase was primarily driven by a \$53 million increase in compensation and benefits, which was driven by higher variable compensation and increased headcount, a \$19 million increase in legal fees, a \$12 million increase in material purchases, and a modest increase in spending due to higher business volume, partially offset by a \$37 million decrease in strategic review costs.

The gain on business divestiture was \$113 million for both the three and six months ended December 27, 2024, which resulted from our sale of a majority interest in SDSS. For information regarding Gain on business divestiture, see Part I, Item 1, Note 9, *Related Parties and Related Commitments and Contingencies*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Employee termination, asset impairment and other charges decreased by \$55 million was a gain of \$7 million for the three months ended September 27, 2024 from the comparable period December 27, 2024 compared to a loss of \$24 million in the prior year, reflecting year. The change was primarily due to a recovery from previously accrued contract termination charges and fewer restructuring actions taken in the current period. Employee termination, asset impairment and other was a gain of \$5 million for the six months ended December 27, 2024 compared to a loss of \$81 million in the prior year. The change was due to fewer restructuring actions taken in the current period. For information regarding Employee termination, asset impairment and other, see Part I, Item 1, Note 14, *Employee Termination, Asset Impairment and Other*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Business separation costs were \$43 million increased by \$8 million for the three months ended September 27, 2024, December 27, 2024 and by \$51 million for the six months ended December 27, 2024 from the comparable periods in the prior year. The increases for the three- and six-month periods primarily reflecting reflected the increase in outside service fees to support the planned separation of our HDD and Flash businesses.

Interest and Other Expense

Total interest and other expense, net increased by **\$28 million** **\$62 million** for the three months ended **September 27, 2024** **December 27, 2024** from the comparable period in the prior year, reflecting an increase a decrease in other expense, income, net of **\$28 million** **\$74 million**, driven by a loss **\$62 million** decrease in gains on our equity strategic investments. Total interest and other expense, net increased by **\$90 million** for the six months ended December 27, 2024 from the comparable period in the prior year, primarily reflecting a decrease in other income, net of **\$102 million**, driven by a **\$59 million** decrease in gains on our strategic investments and a **\$24 million** increase in foreign exchange transaction losses.

Income Tax Expense

Beginning in 2023, the **2017 Tax Cuts and Jobs Act** (the "2017 Act") has required us to capitalize and amortize R&D expenses rather than expensing them in the year incurred. The tax effects related to the capitalization of R&D expenses are included in our effective tax rate for the three and six months ended **September 27, 2024** **December 27, 2024** and **September 29, 2023** **December 29, 2023**. The tax effects related to the capitalization of R&D expenses had a material impact on our effective tax rate for the three and six months ended **September 27, 2024** **December 27, 2024** but did not have a material impact on the effective tax rate for the three and six months ended **September 29, 2023** **December 29, 2023**.

On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022, which contained significant legal changes to laws related to tax, climate, energy, and health care. The tax measures include, among other things, a Corporate Alternative Minimum Tax ("CAMT") of 15% on corporations with three-year average annual adjusted financial statement income ("AFSI") exceeding \$1.0 billion. The CAMT is effective for us beginning with fiscal year 2024. We do not expect to be subject to the CAMT of 15% for fiscal year 2025 as our annual average AFSI did not exceed \$1.0 billion for the preceding three-year period.

On December 20, 2021, the Organization for Economic Co-operation and Development G20 ("OECD/G20") Inclusive Framework on Base Erosion and Profit Shifting released Model Global Anti-Base Erosion rules under Pillar Two. Several non-US non-U.S. jurisdictions have either enacted legislation or announced their intention to enact future legislation to adopt certain or all components of the Pillar Two, some of which are effective for us in fiscal year 2025. For fiscal year 2025, we currently expect to be able to meet certain transitional safe harbors and do not expect any material Pillar Two taxes. As more jurisdictions adopt this legislation in fiscal year 2026, there may be material increases in our future tax obligations in certain jurisdictions.

The following table sets forth Income tax information from our Condensed Consolidated Statements of Operations by dollar and effective tax rate:

		Three Months Ended		Six Months Ended	
		December		December	
		27, 2024	29, 2023	27, 2024	29, 2023
\$ in millions			\$ in millions		
\$ in millions			\$ in millions		
Income (loss) before taxes		\$	741	\$	(259)
Income tax expense		Income tax expense	147	28	282
Income tax expense					31

Income tax expense						
Effective tax rate	Effective tax					
	rate	20%	(11)%		21%	(3)%
Effective tax rate						
Effective tax rate						

The relative mix of earnings and losses by jurisdiction, the deduction for foreign-derived intangible income, credits, and tax holidays in Malaysia, the Philippines and Thailand that have or will expire at various dates during years 2025 through 2031 resulted in decreases to our effective tax rate below the U.S. Federal statutory rate for the three and six months ended **September 27, 2024** December 27, 2024. However, the tax effects of the mandatory capitalization of R&D expenses offset these decreases, resulting in our effective tax rate being closer to the U.S. Federal statutory rate for the three and six months ended **September 27, 2024** December 27, 2024.

The primary drivers of the difference between the effective tax rate for the three and six months ended **September 29, 2023** December 29, 2023 and the U.S. Federal statutory rate of 21% were the relative mix of earnings and losses by jurisdiction, the deduction for foreign-derived intangible income, credits, and tax holidays in Malaysia, the Philippines and Thailand that will expire at various dates during years 2024 through 2031. In addition, the effective tax rate for the three six months ended **September 29, 2023** December 29, 2023 includes the discrete effect of a net decrease of \$30 million to the liability for unrecognized tax benefits, which includes interest and offsetting tax benefits, as a result of adjustments to align with IRS calculations.

For additional information regarding Income tax expense, see Part I, Item 1, Note 12, *Income Tax Expense*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Liquidity and Capital Resources

The following table summarizes our statements of cash flows:

	Three Months Ended
	Six Months Ended
	Three Months Ended
	Six Months Ended
	Three Months Ended
	Six Months Ended
Net cash provided by (used in):	
Operating activities	
Operating activities	
Operating activities	
Investing activities	
Investing activities	
Investing activities	
Financing activities	
Financing activities	

Financing activities	
Effect of exchange rate changes on cash	
Effect of exchange rate changes on cash	
Effect of exchange rate changes on cash	
Cash and cash equivalents reclassified to assets held for sale	
Cash and cash equivalents reclassified to assets held for sale	
Cash and cash equivalents reclassified to assets held for sale	
Net increase (decrease) in cash and cash equivalents	
Net increase (decrease) in cash and cash equivalents	
Net increase (decrease) in cash and cash equivalents	
Net increase in cash and cash equivalents	
Net increase in cash and cash equivalents	
Net increase in cash and cash equivalents	

We had previously reached a final agreement with the IRS and received notices of deficiency with respect to years 2008 through 2012 and in February 2024 also reached a final agreement for resolving the notices of proposed adjustments with respect to years 2013 through 2015. During the ~~three~~ six months ended ~~September 27, 2024~~ December 27, 2024, the Company made payments of \$130 million for interest with respect to years 2008 through 2012 and ~~\$23~~ \$32 million for tax and interest with respect to years 2013 through 2015, resulting in ~~a~~ no remaining liability of \$10 million as of ~~September 27, 2024~~, December 27, 2024 related to all years from 2008 through 2015. ~~The Company expects to pay any~~ remaining balance with respect to this matter within the next twelve months.

In connection with settlements for the years 2008 through 2015, we expect to realize reductions to our mandatory deemed repatriation tax obligations and tax savings from interest deductions in future years aggregating to ~~\$162~~ \$166 million. Of this amount, ~~\$31~~ \$65 million of interest savings from the interest paid with respect to years 2008 through ~~2012~~ 2015 is classified as a deferred tax asset due to interest expense limitation rules. See Part I, Item 1, Note 12, *Income Tax Expense*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for further details.

In August 2024, we filed a shelf registration statement (the "Shelf Registration Statement") with the Securities and Exchange Commission that expires in August 2027. The Shelf Registration Statement allows us to offer and sell shares of common stock, preferred stock, warrants, and debt securities. We may use the Shelf Registration Statement or other capital sources, including other offerings of equity or debt securities or the credit markets, to satisfy future financing needs, including planned or unanticipated capital expenditures, investments, debt repayments or other expenses. Any such additional financing will be subject to market conditions and may not be available on terms acceptable to us or at all.

In 2024, we reduced our expenditures for property, plant and equipment and our portion of the Flash Ventures' capital expenditures for its operations to approximately \$825 million from approximately \$2.22 billion in 2023. After consideration of the Flash Ventures' lease financing of its capital expenditures and net operating cash flow, we reduced our net cash used for our purchases of property, plant and equipment and net activity in notes receivable relating to Flash Ventures to \$53 million in 2024 from \$794 million in 2023. We continue to be disciplined with our capital investments and expect our cash capital expenditures in 2025 to be higher than in 2024, but remain below 2023 expenditures.

We believe our cash and cash equivalents and our available revolving credit facility will be sufficient to meet our working capital, debt and capital expenditure needs for at least the next twelve months and for the foreseeable future thereafter. We believe we can also access the various debt capital markets to further supplement our liquidity position if necessary. Our ability to sustain our working capital position is subject to a number of risks that we discuss in Part II, Item 1A, *Risk Factors*, in this Quarterly Report on Form 10-Q and in Part I, Item 1A, *Risk Factors*, in our Annual Report on Form 10-K for the year ended June 28, 2024.

A total of ~~\$1.43 billion~~ \$1.60 billion of our Cash and cash equivalents was held by our foreign subsidiaries as of ~~September 27, 2024~~ December 27, 2024 and June 28, 2024, respectively. There are no material tax consequences that were not previously accrued for on the repatriation of this cash.

Our cash equivalents are primarily invested in money market funds that invest in U.S. Treasury securities and U.S. Government agency securities. In addition, from time to time, we also invest directly in certificates of deposit, asset-backed securities and corporate and municipal

notes and bonds.

Operating Activities

Net cash provided by or used in operating activities primarily consists of net income or loss, adjusted for non-cash charges, plus or minus changes in operating assets and liabilities. Net cash used for changes in operating assets and liabilities was **\$753 million** **\$1.04 billion** for the **three six** months ended **September 27, 2024** **December 27, 2024**, as compared to **\$132 million** **\$102 million** for the **three six** months ended **September 29, 2023** **December 29, 2023**, which largely reflects an increase in the volume of our business, as discussed above.

Changes in our operating assets and liabilities are largely affected by our working capital requirements, which are dependent on our volume of business and the effective management of our cash conversion cycle as well as the timing of payments for taxes. Our cash conversion cycle measures how quickly we can convert our products into cash through sales. The cash conversion cycles were as follows (in days):

	Three Months Ended	Three Months Ended	Three Months Ended
	September 27, 2024	September 27, 2024	September 27, 2024
	September 27, 2024	September 27, 2024	September 27, 2024
	December 27, 2024	December 27, 2024	December 27, 2024
	December 27, 2024	December 27, 2024	December 27, 2024
Days sales outstanding			
Days sales outstanding			
Days sales outstanding			
Days in inventory			
Days in inventory			
Days in inventory			
Days payable outstanding			
Days payable outstanding			
Days payable outstanding			
Cash conversion cycle			
Cash conversion cycle			
Cash conversion cycle			

Changes in days sales outstanding ("DSO") are generally due to the timing of shipments to and collections from customers. Changes in days in inventory ("DIO") are generally related to the timing of inventory builds and shipments to customers. Changes in days payables outstanding ("DPO") are generally related to production volume and the timing of purchases during the period. From time to time, we make payment term

modifications with vendors through negotiations with them or by granting to, or receiving from, our vendors payment term accommodations. We make modifications primarily to manage our vendor relationships and to manage our cash flows, including our cash balances.

For the three months ended **September 27, 2024** **December 27, 2024**, DSO increased by **79** days from the comparable period in the prior year, of which **53** days reflected an increase from lower trade accounts receivable factoring and the remainder reflected the timing of shipments and customer collections. DIO **increased** **decreased** by **1 day** **3 days** from the comparable period in the prior year, primarily reflecting higher **production volume** **consumption of inventory** driven by **strong demand** in **HDD**, partially offset by **weaker shipments** in **Flash**, in the current period. DPO increased by **15** **3** days from the comparable period in the prior year primarily due to more favorable payment terms and routine variations in the timing of purchases and payments during the period.

Investing Activities

Net cash **used in investing activities** for the three months ended **September 27, 2024** primarily consisted of **\$96 million** in **capital expenditures**, partially offset by **\$47 million** in **net proceeds** from **activity related to Flash Ventures**. Net cash **provided** by **investing activities** for the **three six months ended September 29, 2023** **December 27, 2024** primarily consisted of **\$193 million** **\$191 million** in **proceeds from disposals of assets**, which includes the **net proceeds** from our **sale-leaseback** **sale of a majority interest** in one of our **Milpitas, California** **facility** **subsidiaries** and **\$13** **\$92 million** in **net proceeds** from **activity related to Flash Ventures**, partially offset by **\$124 million** **\$208 million** in **capital expenditures**, **net of proceeds** from **disposals of assets**. Net cash **provided** by **investing activities** for the **six months ended December 29, 2023** primarily consisted of **\$79 million** in **proceeds from net activity related to Flash Ventures** and **\$26 million** of **proceeds from net activity related to strategic investments**, partially offset by **\$81 million** in **capital expenditures**, **net of proceeds** from **disposals of assets**, which includes the **proceeds** from the **sale-leaseback** of our **Milpitas, California** **facility**.

Financing Activities

During the **three six months ended September 27, 2024** **December 27, 2024**, net cash used in financing activities primarily consisted of **\$188 million** **\$225 million** for **repayment** of amounts borrowed under the **revolving credit facility** and **scheduled repayments** on the **Term Loan A-2** and **\$64 million** **\$80 million** for **taxes paid** on **vested stock awards** under **employee stock plans**, partially offset by **\$150 million** of **proceeds from drawing** on the **revolving credit facility** and **\$52 million** of **proceeds from the issuance of stock** under **employee stock plans**. During the **three six months ended September 29, 2023** **December 29, 2023**, net cash **provided** by **financing activities** primarily consisted of **\$600 million** **\$2.20 billion** in **proceeds from the issuance of** **proceeds from the 2028 Convertible Notes** and the **drawdown** of our **delayed draw term loan**, partially offset by **\$43 million** **\$505 million** used to **repurchase** a portion of the **2024 Convertible Notes**, **\$338 million** in **repayments of our delayed draw term loan and Term Loan A-2** maturing **2027**, and **\$155 million** for **taxes paid** on **vested stock awards** under **employee stock plans**, the **purchase** of **capped calls** to **hedge** the **potential dilution** **impact** of the **conversion feature** of the **2028 Convertible Notes**.

Off-Balance Sheet Arrangements

Other than the Flash Ventures related commitments incurred in the normal course of business and certain indemnification provisions (see "Short- and Long-term Liquidity – *Purchase Obligations and Other Commitments*" below), we do not have any other material off-balance sheet financing arrangements or liabilities, guarantee contracts, retained or contingent interests in transferred assets, or any other obligation arising out of a material variable interest in an unconsolidated entity. We do not have any majority-owned subsidiaries that are not included in the Condensed Consolidated Financial Statements. Additionally, with the exception of Flash Ventures, **our venture with SDSS**, and our venture with Unisplendour Corporation Limited and Unisoft (Wuxi) Group Co. Ltd., we do not have an interest in, or relationships with, any variable interest entities. For additional information regarding our off-balance sheet arrangements, see Part I, Item 1, Note 9, *Related Parties and Related Commitments and Contingencies*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Short- and Long-term Liquidity

Material Cash Requirements

The following is a summary of our known material cash requirements, including those for capital expenditures, as of **September 27, 2024** **December 27, 2024**. In addition, see the discussions further below related to unrecognized tax benefits, litigation matters, dividend rights with respect to the Series A Preferred Stock, foreign exchange contracts and indemnifications.

	Total	1 Year (Remaining Nine Months of 2025)	2-3 Years (2026- 2027)	4-5 Years (2028- 2029)	More than 5 Years (Beyond 2029)	Total	1 Year (Remaining Six Months of 2025)	2-3 Years (2026- 2027)	4-5 Years (2028- 2029)	More than 5 Years (Beyond 2029)
(in millions)										
Long-term debt, including current portion ⁽¹⁾										
Long-term debt, including current portion ⁽¹⁾										
Long-term debt, including current portion ⁽¹⁾										
Interest on debt										
Flash Ventures related commitments ⁽²⁾										
Operating leases										
Purchase obligations and other commitments										
Mandatory deemed repatriation tax										
Total										

⁽¹⁾ Principal portion of debt, excluding issuance costs.

⁽²⁾ Includes reimbursement for depreciation and lease payments on owned and committed equipment, funding commitments for loans and equity investments and payments for other committed expenses, including R&D and building depreciation. Funding commitments assume no additional operating lease guarantees. Additional operating lease guarantees can reduce funding commitments.

Unrecognized Tax Benefits

As of **September 27, 2024** **December 27, 2024**, the liability for unrecognized tax benefits (excluding accrued interest and penalties) was **\$692 million** **\$688 million**. Accrued interest and penalties related to unrecognized tax benefits are recognized in liabilities for uncertain tax positions and are recorded in the provision for income taxes. Accrued interest and penalties included in our liability related to unrecognized tax benefits as of **September 27, 2024** **December 27, 2024** was **\$70 million** **\$72 million**. Of these amounts, approximately **\$597 million** **\$594 million** could result in potential cash payments. As of **September 27, 2024** **December 27, 2024**, with the exception of the IRS matter discussed above, it was not possible to estimate the amount of change, if any, in the unrecognized tax benefits that is reasonably possible within the next twelve months. Any significant change in the amount of our liability for unrecognized tax benefits would most likely result from additional information or settlements relating to the examination of our tax returns.

As noted above, we had previously reached a final agreement with the IRS regarding notices of deficiency with respect to years 2008 through 2012 and in February 2024 also reached a final agreement for resolving the notices of proposed adjustments with respect to years 2013 through 2015. During the **three** **six** months ended **September 27, 2024** **December 27, 2024**, we made payments of \$130 million for interest with respect to years 2008 through 2012 and **\$23** **\$32** million for tax and interest with respect to years 2013 through 2015, resulting in **no** remaining liability of **\$10 million** as of **September 27, 2024** **December 27, 2024** related to all years from 2008 through 2015. We expect to pay any remaining balance with respect to this matter within the next twelve months.

In connection with settlements for the years 2008 through 2015, we expect to realize reductions to our mandatory deemed repatriation tax obligations and tax savings from interest deductions in future years aggregating to approximately ~~\$162~~ \$166 million. Of this amount, ~~\$31~~ \$65 million of interest savings from the interest paid with respect to years 2008 through ~~2012~~ 2015 is classified as a deferred tax asset due to interest expense limitation rules.

Litigation Matters

For additional information on the litigation matters, see Part I, Item 1, Note 16, *Legal Proceedings*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Dividend rights

As of ~~September 27, 2024~~ December 27, 2024, 235,000 shares of our Series A Preferred Stock remained outstanding. These shares are entitled to cumulative preferred dividends and will also participate in any dividends declared for common shareholders on an as-converted equivalent basis. See Part II, Item 8, Note 12, *Shareholders' Equity and Convertible Preferred Stock*, of the Notes to the Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended June 28, 2024 and Part I, Item 1, Note 11, *Shareholders' Equity and Convertible Preferred Stock*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for more information regarding the dividend provisions.

Debt

As described in Part I, Item 1, Note 7, *Debt*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q, the Company issued \$1.60 billion aggregate principal amount of convertible senior notes in November 2023, which bear interest at an annual rate of 3.00% and mature on November 15, 2028 (the "2028 Convertible Note" Notes"). The 2028 Convertible Notes are convertible at the option of any holder at an initial conversion price of approximately \$52.20 per share of common stock beginning August 15, 2028. Prior to that date, if the trading price of our common stock remains above 130% of the conversion price for at least 20 trading days (whether or not consecutive) during the 30 consecutive trading-day period prior to the end of a calendar quarter, holders of the 2028 Convertible Notes would have the right to convert the 2028 Convertible Notes during the next succeeding calendar quarter. The 2028 Convertible Notes are also convertible prior to that date upon the occurrence of certain corporate events. Upon any conversion of the 2028 Convertible Notes, we will pay cash for the aggregate principal amount of the notes to be converted and pay or deliver, as the case may be, cash, shares of our common stock or a combination thereof, at our election, in respect of the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of the notes being converted.

During the calendar quarter ended June 30, 2024, the The sale price conditional conversion feature of the notes mentioned above 2028 Convertible Notes was triggered. As a result, not triggered during the holder calendar quarter ended December 31, 2024 and, accordingly, the holders of the 2028 Convertible Notes had no longer have the right to convert the 2028 Convertible Notes notes during the succeeding calendar quarter ended September 30, 2024 ending March 31, 2025. Consequently, we classified As a result, the 2028 Convertible Notes in the Current portion of long-term were classified as Long-term debt in the Condensed Consolidated Financial Statements as of ~~September 27, 2024~~ December 27, 2024. During The Company will continue to evaluate the calendar quarter ended September 30, 2024, the sale price conditional conversion feature of the notes mentioned above was not triggered. As a result, the 2028 Convertible Notes are not convertible from October 1, 2024 through December 31, 2024. We will re-evaluate in each subsequent calendar quarter quarterly to determine if the 2028 Convertible Notes have become convertible. convertible in future periods.

In addition to our existing outstanding debt, as of ~~September 27, 2024~~ December 27, 2024, we had ~~\$2.20~~ \$2.25 billion available for borrowing under our revolving credit facility until maturing in January 2027, subject to customary conditions under the loan agreement. The agreements governing our credit facilities each include limits on secured indebtedness and certain types of unsecured subsidiary indebtedness and require us and certain of our subsidiaries to provide guarantees and collateral to the extent the conditions providing for such guarantees and collateral are met. The loan agreements governing our revolving credit facility and our Term Loan A-2 maturing 2027 require us to comply with a financial

leverage ratio covenant. As of December 27, 2024, we were in compliance with the financial covenant. Additional information regarding our indebtedness, including information about availability under our revolving credit facility and the principal repayment terms, interest rates, covenants, collateral and other key terms of our outstanding indebtedness, is included in Part II, Item 8, Note 7, *Debt*, of the Notes to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended June 28, 2024 and Note 7, *Debt*, of the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

The In connection with the planned separation of our HDD and Flash business units, we expect to enter into an amendment with our existing lenders under the loan agreements governing our Term Loan A-2 and the revolving credit facility maturing in January 2027, which amendment would permit the separation and, upon the consummation of the separation, reduce the commitments under the revolving credit facility, facilitate a potential future debt for equity exchange with respect to the term loan facility and adjust certain exceptions set forth therein. No assurance can be given that we will be able to enter into the amendment on our Term Loan A-2 maturing 2027 require us anticipated timeline or that we will be able to comply with certain financial covenants, consisting of a leverage ratio, and a minimum liquidity requirement. As of September 27, 2024, we were in compliance with these financial covenants. do so on acceptable terms or at all.

We may issue additional debt securities in the future that may be guaranteed by our 100% owned domestic subsidiary, Western Digital Technologies, Inc. ("Guarantor" and, together with Western Digital Corporation, the "Obligor Group"). Such guarantees may be full and unconditional, joint and several, on a secured or unsecured, subordinated or unsubordinated basis, and may be subject to certain customary guarantor release conditions. We conduct operations almost entirely through our subsidiaries. Accordingly, the Obligor Group's cash flow and ability to service any guaranteed registered debt securities will depend on the earnings of our subsidiaries and the distribution of those earnings to the Obligor Group, including the earnings of the non-guarantor subsidiaries, whether by dividends, loans or otherwise. Holders of such guaranteed registered debt securities would have a direct claim only against the Obligor Group.

The following tables include summarized financial information for the Obligor Group. The financial information for the Obligor Group is presented on combined basis, excluding intercompany balances and transactions between the Company and the Guarantor, excluding net intercompany balances between the Obligor Group and non-guarantor subsidiaries, and excluding investments in and equity in the earnings of non-guarantor subsidiaries. The Obligor Group's amounts due from, amounts due to, and transactions with non-guarantor subsidiaries have been presented in separate line items in the tables below.

The assets and liabilities of the Obligor Group include the following:

	September 27, 2024	June 28, 2024
	December 27, 2024	June 28, 2024
(in millions)		
Current assets		
Non-current assets		
Net intercompany receivables to non-guarantor subsidiaries		
Net intercompany receivables from non-guarantor subsidiaries		
Current liabilities		
Non-current liabilities		

The operating results of the Obligor Group include the following:

	Three Months Ended	Year Ended
	September 27, 2024	June 28, 2024

	Six Months Ended December 27, 2024	Year Ended June 28, 2024
<i>(in millions)</i>		
Net sales		
Gross profit		
Operating income (loss)		
Net loss		
Net income (loss)		

Results for the Obligor Group include the following transactions with non-guarantor subsidiaries:

	Three Months Ended September 27, 2024	Year Ended June 28, 2024
	Six Months Ended December 27, 2024	Year Ended June 28, 2024
<i>(in millions)</i>		
Intercompany revenue		
Net intercompany interest expense		
Net intercompany interest (income) expense		
Intercompany dividend income		

Flash Ventures

Flash Ventures sells to, and leases back from, a consortium of financial institutions a portion of its tools and has entered into equipment lease agreements of which we guarantee half or all of the outstanding obligations under each lease agreement. The leases are subject to customary covenants and cancellation events that relate to Flash Ventures and each of the guarantors. The occurrence of a cancellation event could result in an acceleration of the lease obligations and a call on our guarantees. As of **September 27, 2024** **December 27, 2024**, we were in compliance with all covenants under these Japanese lease facilities. See Part I, Item 1, Note 9, *Related Parties and Related Commitments and Contingencies*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for information regarding Flash Ventures.

Purchase Obligations and Other Commitments

In the normal course of business, we enter into purchase orders with suppliers for the purchase of components used to manufacture our products. These purchase orders generally cover forecasted component supplies needed for production during the next quarter, are recorded as a liability upon receipt of the components, and generally may be changed or canceled at any time prior to shipment of the components. We also enter into long-term agreements with suppliers that contain fixed future commitments, which are contingent on certain conditions such as performance, quality and technology of the vendor's components. These arrangements are included under "Purchase obligations and other commitments" in the table above.

Mandatory Deemed Repatriation Tax

The following is a summary As of December 27, 2024, our estimated mandatory deemed repatriation tax obligations that are payable in obligation was \$331 million and was expected to be paid within the following year:

	September 27, 2024	(in millions)
2026	\$ 331	

next twelve months.

Mandatory Research and Development Expense Capitalization

Since the beginning of 2023, the 2017 Act has required us to capitalize and amortize R&D expenses rather than expensing them in the year incurred, which is expected to result in higher cash tax payments in future profitable periods, if not repealed or otherwise modified.

Foreign Exchange Contracts

We purchase foreign exchange contracts to hedge the impact of foreign currency fluctuations on certain underlying assets, liabilities and commitments for Operating expenses and product costs denominated in foreign currencies. See Part I, Item 3, *Quantitative and Qualitative Disclosures About Market Risk* included in this Quarterly Report on Form 10-Q for additional information.

Indemnifications

In the ordinary course of business, we may provide indemnifications of varying scope and terms to customers, vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of our breach of agreements, products or services to be provided by us, environmental compliance or from intellectual property infringement claims made by third parties. In addition, we have entered into indemnification agreements with our directors and certain of our officers that require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. We maintain director and officer insurance, which may cover certain liabilities arising from our obligation to indemnify our directors and officers in certain circumstances.

It is not possible to determine the maximum potential amount under these indemnification agreements due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement. Such indemnification agreements may not be subject to maximum loss clauses. Historically, we have not incurred material costs as a result of obligations under these agreements.

Recent Accounting Pronouncements

For a description of recently issued and adopted accounting pronouncements, including the respective dates of adoption and expected effects on our results of operations and financial condition, see Part I, Item 1, Note 2, *Recent Accounting Pronouncements*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Critical Accounting Policies and Estimates

We have prepared the accompanying unaudited Condensed Consolidated Financial Statements in accordance with accounting principles generally accepted in the United States (U.S. GAAP). The preparation of the financial statements requires the use of judgments and estimates that affect the reported amounts of revenues, expenses, assets, liabilities and shareholders' equity. We have adopted accounting policies and

practices that are generally accepted in the industry in which we operate. If these estimates differ significantly from actual results, the impact to the Condensed Consolidated Financial Statements may be material.

There have been no material changes in our critical accounting policies and estimates from those disclosed in our Annual Report on Form 10-K for the year ended June 28, 2024. Please refer to Part II, Item 7 of our Annual Report on Form 10-K for the year ended June 28, 2024 for a discussion of our critical accounting policies and estimates.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Except as disclosed below, there have been no material changes to our market risk during the **three** **six** months ended **September** **December** 27, 2024. See Part II, Item 7A, *Quantitative and Qualitative Disclosures About Market Risk* in our Annual Report on Form 10-K for the year ended June 28, 2024 for further information about our exposure to market risk.

Foreign Currency Risk

We performed sensitivity analyses as of **September 27, 2024** **December 27, 2024**, using a modeling technique that measures the change in the fair values arising from a hypothetical 10% adverse movement in the levels of foreign currency exchange rates relative to the U.S. dollar, with all other variables held constant. The analyses cover all of our foreign currency derivative contracts used to offset the underlying exposures. The foreign currency exchange rates used in performing the sensitivity analyses were based on market rates in effect at **September** **December** 27, 2024. The sensitivity analyses indicated that a hypothetical 10% adverse movement in foreign currency exchange rates relative to the U.S. dollar would result in a foreign exchange fair value loss of **\$294 million** **\$239 million** at **September** **December** 27, 2024.

Interest Rate Risk

We have generally held a balance of fixed and variable rate debt. As of **September 27, 2024** **December 27, 2024**, our variable rate debt outstanding consisted of our Term Loan A-2, which is based on various index rates as discussed further in Note 7, *Debt*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q. As of **September 27, 2024** **December 27, 2024**, the outstanding balance on our variable rate debt was **\$2.6 billion** **\$2.5 billion** and a one percent increase in the variable rate of interest would increase our annual interest expense by **\$26 million** **\$25 million**.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As required by Rule 13a-15(b) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, our disclosure controls and procedures were effective.

Changes in Internal Controls over Financial Reporting

There has been no change in our internal control over financial reporting during the **first** **second** quarter of fiscal year 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

See Note 16, *Legal Proceedings* and Note 12, *Income Tax Expense*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for disclosures regarding certain legal proceedings and the status of statutory notices of deficiency issued by the IRS with regards to tax years 2008 through 2015, respectively, which are incorporated by reference herein.

Item 1A. Risk Factors

We have described under the heading "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the year ended June 28, 2024 a number of risks and uncertainties that could cause our actual results of operations and financial condition to vary materially from past, or from anticipated future, results of operations and financial condition. There have been no material changes from these risk factors previously described in Part I, Item 1A of our Annual Report on Form 10-K for the year ended June 28, 2024. These risks and uncertainties are not the only risks facing us. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also adversely affect our business, financial condition, results of operations or the market price of our common stock.

Item 5. Other Information

Insider Trading Arrangements

None. During the second quarter, the following officer (as defined in Rule 16a-1(f) of the Exchange Act) terminated a trading arrangement for the purchase or sale of securities of Western Digital that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act ("Rule 10b5-1 Plan"):

- David Goeckeler, Chief Executive Officer of the Company, terminated a Rule 10b5-1 Plan on November 17, 2024.

Item 6. Exhibits

The exhibits listed in the Exhibit Index below are filed with, or incorporated by reference in, this Quarterly Report on Form 10-Q, as specified in the Exhibit List, from exhibits previously filed with the Securities and Exchange Commission. Certain agreements listed in the Exhibit Index that we have filed or incorporated by reference may contain representations and warranties by us or our subsidiaries. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosures, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe the actual state of affairs at the date hereof and should not be relied upon.

EXHIBIT INDEX

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation of Western Digital Corporation, as amended to date (Filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K (File No. 1-08703) with the Securities and Exchange Commission on August 20, 2024)
3.2	Certificate of Designations, Preferences and Rights of Series A Convertible Perpetual Preferred Stock (Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 1-08703) with the Securities and Exchange Commission on February 1, 2023)
3.3	Amended and Restated By-Laws of Western Digital Corporation, as amended effective as of February 10, 2021 (Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 1-08703) with the Securities and Exchange Commission on February 12, 2021)
10.1	Form of Grant Notice for Restricted Stock Unit Award – Vice President and Above, under the Western Digital Corporation Amended and Restated 2021 Long-Term Incentive Plan†* Plan (Filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 1-08703) with the Securities and Exchange Commission on November 25, 2024)*
10.2	Amended Amendment No. 1, effective December 1, 2024, to the Western Digital Corporation Deferred Compensation Plan, amended and Restated Equity Purchase Agreement, dated as restated effective January 1, 2013†*
10.3	Form of September 12, 2024, by and among, SanDisk China Limited and JCET Management Co., Ltd.†# Sandisk Corporation Deferred Compensation Plan, effective January 1, 2025†*
31.1 31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002†
31.2 31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002†
32.1 32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
32.2 32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document†
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document†
101.LAB	XBRL Taxonomy Extension Label Linkbase Document†
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document†
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document†
104	Cover Page Interactive Data File - formatted in Inline XBRL and contained in Exhibit 101

†Filed with this report.

*Management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to applicable rules of the Securities and Exchange Commission.

**Furnished with this report.

As permitted by Regulation S-K, Item 601(b)(10)(iv) of the Securities Exchange Act of 1934, as amended, certain confidential portions of this exhibit have been redacted from the publicly filed document.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

WESTERN DIGITAL CORPORATION

By: /s/ Gene Zamiska

Gene Zamiska

*Senior Vice President, Global Accounting and Chief
Accounting Officer*

(Principal Accounting Officer and Duly Authorized Officer)

Dated: October 30, 2024 January 30, 2025

57 59

Exhibit 10.1

10.2

WESTERN DIGITAL CORPORATION
AMENDED AND RESTATED
2021 LONG-TERM INCENTIVE PLAN

**GRANT NOTICE FOR
RESTRICTED STOCK UNIT AWARD – VICE PRESIDENT AND ABOVE**

FOR GOOD AND VALUABLE CONSIDERATION, Western Digital Corporation (the "**Company**") hereby grants to the Participant named below the number of Restricted Stock Units (the "**RSUs**") listed below (this "**Award**") under the Western Digital Corporation Amended and Restated 2021 Long-Term Incentive Plan (as amended from time to time, the "**Plan**"). Each RSU represents the right to receive one share of Common Stock, subject to the terms and conditions in this Grant Notice, the Plan and the Standard Terms and Conditions (the "**Standard Terms and Conditions**") of such Plan, attached as Exhibit A hereto. Capitalized terms not otherwise defined here shall have the meaning set forth in the Plan.

Name of Participant:	
Employee ID	
Grant Date:	
Grant Number	
Number of RSUs:	
Vesting Schedule:	<p>The RSUs shall vest in accordance with the following schedule:</p> <p>[]</p> <p>Vesting shall be subject to Participant's Continuous Service from the Grant Date through each applicable vesting date, unless provided otherwise under Section 2 of the Standard Terms and Conditions.</p>

IN CONNECTION WITH THIS GRANT, AND IN ADDITION TO THIS GRANT NOTICE, PARTICIPANT HAS RECEIVED A COPY OF THE PLAN AND THE STANDARD TERMS AND CONDITIONS. PARTICIPANT MAY REJECT THIS AWARD BY NOTIFYING THE COMPANY NO LATER THAN THE FIFTH BUSINESS DAY FOLLOWING RECEIPT OF THIS AWARD DOCUMENT. FAILURE TO REJECT THIS AWARD WITHIN SUCH 5-DAY PERIOD SHALL BE DEEMED ACCEPTANCE OF THIS AWARD AND THE TERMS AND CONDITIONS OF THIS AWARD DOCUMENT.

Grant Notice for
Restricted Stock Unit Award

EXHIBIT A

WESTERN DIGITAL CORPORATION
AMENDED AND RESTATED
2021 LONG-TERM INCENTIVE DEFERRED COMPENSATION PLAN

STANDARD TERMS AND CONDITIONS FOR
RESTRICTED STOCK UNITS AMENDMENT NO. 1

These Standard Terms and Conditions apply to this Award December 1, 2024

Section 10.1 of Restricted Stock Units granted under the Western Digital Corporation Amended and Restated 2021 Long-Term Incentive Plan (the "Plan"). The Restricted Stock Units are also subject to the terms of the Plan and the attached Grant Notice, which are incorporated here by this reference. Capitalized terms not otherwise defined here shall have the meaning set forth in the Plan.

1. TERMS OF RESTRICTED STOCK UNITS

Western Digital Corporation (the "Company") has granted to the Participant named in the attached Grant Notice an award of Restricted Stock Units (this "Award" or the "RSUs") described in the Grant Notice, with each Restricted Stock Unit representing the right to receive one share of Common Stock. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company shall include a reference to any Subsidiary.

2. VESTING AND SETTLEMENT OF RESTRICTED STOCK UNITS

(a) The Award shall be unvested as of the Grant Date and be forfeitable unless and until otherwise vested pursuant to the terms of the Grant Notice and these Standard Terms and Conditions. After the Grant Date, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan, this Award shall become vested as described in the Grant Notice. RSUs that have vested and are no longer subject to forfeiture are referred to as "**Vested RSUs**." RSUs that are not vested and remain subject to forfeiture are referred to as "**Unvested RSUs**." No portion of this Award, nor the shares of Common Stock subject to this Award, may be deferred under the Western Digital Corporation Deferred Compensation Plan, (or as amended and restated as of January 1, 2013 (the "Plan") allows Western Digital Corporation (the "Company") to amend the Plan at any time. Accordingly, the Plan is hereby amended, applicable successor plan) to Compensation Deferral Agreements submitted on or any other after December 1, 2024 and Company Contributions credited with respect to Plan Years commencing after December 1, 2024, except as expressly provided herein. The Committee will establish new Accounts to record Participant Deferrals and Company Contributions made under this Amendment No. 1.

Amounts deferred compensation arrangement of the Company.

(b) Following the vesting of the RSUs on a vesting date, the Company under Compensation Deferral Agreement submitted prior to December 1, 2024 shall deliver continue to the Participant on the Settlement Date a number of shares of Common Stock equal to the number of RSUs that vested on such vesting date. The Company may, in its sole discretion, settle any RSUs accrued as dividend equivalents be governed

by a cash payment equal to the Fair Market Value of a share of Common Stock on the date of payment (as opposed to payment in the form of shares of Common Stock). "Settlement Date" means as soon as practicable following the vesting of the RSUs on the applicable vesting date but in no event later than 60 days after the applicable vesting date.

(c)Termination without Cause and administered under the Executive Severance Plan. For a Participant who is subject to the terms of the Western Digital Corporation Amended and Restated Executive Severance Plan in effect prior to this Amendment No. 1.

Capitalized terms not defined herein shall have the meaning given in the Plan as applicable (or in effect prior to December 1, 2024).

1. New Section 2.35A is added to the Plan, to immediately follow section 2.35, and to read as follows:

"2.35A 'Primary Separation Account' means a Separation Account established upon a Participant's initial enrollment in the Plan on or after December 1, 2024, to record Company Contributions in addition to any applicable successor plan (the "Deferrals that the Participant may elect to allocate to such Account.")

2. Executive Severance Section 2.37 of the Plan is amended to read in its entirety as follows:

"2.37 "I) at Separation Benefit". Separation Benefit means the time of termination of Continuous benefit payable to a Participant following the Participant's Separation from Service, then upon Participant's termination of employment as provided in Sections 6.1(a) and 6.2(a)."

3. New Section 2.38A is added to the Plan, to immediately follow Section 2.38, to read as follows:

"2.38A. 'Separation Account' means an Account established by the Company without Cause (as defined Committee to record Deferrals that will be paid upon Separation from Service as provided in Section 6.1(a). Unless the Executive Severance Plan) under circumstances that would entitle the Committee provides otherwise during an applicable enrollment, a Participant to severance benefits under the Executive Severance Plan, subject to compliance may maintain a maximum of five (5) Separation Accounts (excluding his or her Primary Separation Account) in combination with the terms of the Executive Severance Plan any then Unvested RSUs and any credited dividend equivalents held Specified Date Accounts established by the Participant shall vest in accordance with under his or her Compensation Deferral Agreements submitted on or after December 1, 2024.

4. Section 2.40 ("Specified Date Account") is amended to add the following formula: sentence:

(i) (x)

"Unless the Committee provides otherwise during an applicable enrollment, a fraction with Participant may maintain a numerator equal to the total number maximum of calendar days from the Grant Date of this Award through and including the Participant's termination of Continuous Service and a denominator equal to the total number of calendar days from the Grant Date of this Award through and including the last scheduled vesting date applicable to this Award multiplied by (y) the total number of shares offive (5) Separation Accounts (excluding his or her Primary Separation

Standard Terms and Conditions 1

Account) in combination with any Specified Date Accounts established by the Participant under his or her Compensation Deferral Agreements submitted on or after December 1, 2024."

5. Section 4.2 is amended to read in its entirety as follows:

Common Stock originally subject "4.2 Allocation of Deferrals; Payment Schedules

- (a) The Participant shall specify on his or her Compensation Deferral Agreement the amount of Deferrals for the Plan Year and whether to this Award (subject to this Award) allocate a portion, or all, of such Deferrals among his or her Primary Separation Account, any Separation Accounts or any Specified Date Accounts established in such Compensation Deferral Agreement, or any prior Compensation Deferral Agreement submitted to the Committee on or after December 1, 2024.
- (b) A Participant may also specify the Payment Schedule for a Primary Separation Account, Separation Account or Specified Date Account being established for the first time in such Compensation Deferral Agreement. Payment Schedules for existing Accounts may not be changed except as provided in Article VII. If the Plan but before taking into account any crediting of dividend equivalents); *minus*
 - (ii) (z) Payment Schedule for a newly established Account is not specified in a Compensation Deferral Agreement, the number of shares of Common Stock that have already vested on or prior to the Participant's termination of Continuous Service (before taking any accelerated vesting contemplated by this subsection into account and before taking into account any crediting (if applicable) of dividend equivalent rights).

Any Unvested RSUs that do not vest as described above Payment Schedule shall be forfeited the default Payment Schedule specified in Section 6.2.

6. Section 5.1 is amended to read in its entirety as follows:

5.1 Discretionary Company Contributions. The Participating Employer may, from time to time in its sole and absolute discretion, credit Company Contributions for a Plan Year to any Participant in any amount determined by the Participating Employer. Such contributions will be credited to a Participant's Primary Separation Account as of the date last day of the Participant's termination Plan Year. A Participant must be actively employed on the last day of Continuous Service.

(d) *Termination without Cause or for Good Reason under the Change in Control Severance Plan.* For a Participant who is subject to the terms of the Western Digital Corporation Amended and Restated Change in Control Severance Plan, as applicable Year (or any applicable successor plan) (the "CIC Severance Plan") at the time of termination of Continuous Service, then upon Participant's termination of employment by the Company without Cause or due to a resignation by Participant for Good Reason (both as defined in the CIC Severance Plan) under circumstances that would entitle the Participant to severance benefits under the CIC Severance Plan, subject to compliance with the terms of the CIC Severance Plan, any then Unvested RSUs held by the Participant and any credited dividend equivalents will vest in full.

(e) *Resignation.* Upon Participant's termination of Continuous Service by the Company due to a resignation by Participant for any reason, other than a resignation for Good Reason under circumstances that would entitle the Participant to severance benefits under the CIC Severance Plan, subject to compliance with the terms of the CIC Severance Plan, the Unvested RSUs held by the Participant shall be forfeited as of the date of the Participant's termination of Continuous Service.

(f) *Termination due to Death.* Upon Participant's termination of Continuous Service due to death 50% of the Participant's then Unvested RSUs (including any credited dividend equivalents held by the Participant) shall vest. Any Unvested RSUs that do not vest as described shall be forfeited as of the date of the Participant's termination due to death.

(g) *Termination for Cause.* Upon Participant's termination of Continuous Service by the Company for Cause, the entire Award (both Vested RSUs that have yet to be settled and Unvested RSUs) held by the Participant shall be forfeited as of the date of the Participant's termination of Continuous Service.

(h) *Non-U.S. Eligible Employees Participating or Retirement in the Executive Severance Plan and Change in Control Severance Plan.* For avoidance of doubt, if Participant is not a U.S. Eligible Employee (as defined in the applicable severance plan), the Participant will only be eligible for the vesting treatment on a termination without Cause as described in Section 2(c) or termination without Cause or resignation for Good Reason as described in Section 2(d) in accordance with the terms of the applicable severance plan, which provides that the administrator of such severance plan will compare any Local Severance Benefits (as defined in the applicable severance plan) with the Plan Severance Benefits (as defined in the applicable severance plan) and if the value of the Local Severance Benefits equals or exceeds the value of the Plan Severance Benefits, the Participant will not be eligible to receive the vesting treatment on a termination without Cause as described in Section 2(c) or termination without Cause or resignation for Good Reason as described in Section 2(d).

3. RIGHTS AS STOCKHOLDER; DIVIDEND EQUIVALENTS

(a) Participant shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any RSUs unless and until shares of Common Stock settled Contribution for such RSUs shall have been issued by the Company to Participant. Plan Year."

(b) 7. Notwithstanding Section 3(a), from and after the Grant Date and until the earlier of (i) the Participant's receipt of Common Stock upon settlement of the RSUs and (ii) the time when the Participant's right Sections 6.1(a) through (g) are re-designated as Sections 6.1(a) through (f). Sections 6.1(a) through (e) are amended to receive Common Stock upon settlement of the RSUs is forfeited, the read in their entirety as follows:

"6.1 Benefits, Generally. A Participant shall be entitled to the following benefits under the Plan:

(a) *Separation Benefit.* Upon the Participant's Separation from Service the Participant is entitled to receive the vested portion of his or her Primary Separation Account, any Separation Accounts and any Specified Date Accounts that have not commenced payment as of the Participant's Separation from Service; provided, however, that if Separation from Service occurs within 24 months following a dividend equivalent Change in Control, the Separation Benefit will include all unpaid Accounts.

Payment will commence in the calendar year next following Separation from Service, provided, however, that with respect to a Participant who is a Specified Employee as of the date such Participant's Separation from Service, payment will be made no earlier than the seventh month following the month in which Separation from Service occurs.

Accounts will be valued as of the last Business Day of the immediately preceding year, except that a payment to a Specified Employee will be valued as of the last Business Day of the sixth month following his or her Separation from

Service. Subsequent installment payments will be made in succeeding calendar years, valued as of the last Business Day of the immediately preceding calendar year.

- (b) *Specified Date Benefit.* If the Participant has established one or more Specified Date Accounts, he or she shall be entitled to a Specified Date Benefit with respect to each such Specified Date Account. The Specified Date Benefit shall be equal to the vested portion of the Specified Date Account, based on the value of that Account as of the end of the Plan Year immediately preceding the designated Plan Year.
- (c) *Disability Benefit.* If a Participant incurs a Disability as an Employee, he or she shall receive his or her unpaid Account Balances (regardless of whether payment has commenced under Section 6.1(a) or (b)), valued as of the last day of the month in which Disability occurs. Payment will be made within 60 days following the Committee's determination of the Participant's Disability.
- (d) *Death Benefit.* Upon the Participant's death while an Employee the Participant is entitled to receive his or her Primary Separation Account, any Separation Accounts and any Specified Date Accounts that have not commenced payment as of the Participant's death. Payment will commence in the calendar year next following the Participant's death. Accounts will be valued as of the last Business Day of the immediately preceding year. Subsequent installment payments will be made in succeeding calendar years, valued as of the last Business Day of the immediately preceding calendar year.
- (e) *Unforeseeable Emergency Payments.* A Participant who experiences an Unforeseeable Emergency may submit a written request to the Committee to receive payment of all or any portion of his or her vested Accounts. Whether a Participant or Beneficiary is faced with an Unforeseeable Emergency permitting an emergency payment shall be determined by the Committee based on the relevant facts and circumstances of each case, but, in any case, a distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be reimbursed through insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of Deferrals under this Plan. If an emergency payment is approved by the Committee, the amount of the payment shall not exceed the amount reasonably necessary to satisfy the need, taking into account the additional compensation that is available to the Participant as the result of cancellation of deferrals to the Plan, including amounts necessary to pay any taxes or penalties that the Participant reasonably anticipates will result from the payment. The amount of the emergency payment shall be subtracted pro rata from the Participant's Primary Separation Account and Separation Accounts until depleted and then from the Specified Date Accounts, beginning with the Specified Date Account with the latest payment commencement date. Emergency payments shall be paid in a single lump sum within the 90-day period following the date the payment is approved by the Committee."

8. Sections 6.2(a) through (j) are redesignated as Sections 6.2(a) through (h). Sections 6.2(a) through (g) are amended to read in their entirety as follows:

6.2 Form of Payment.

(a) *Separation Benefit.* A Participant who is entitled to payment under Section 6.1(a) will receive his Primary Separation Account and any Specified Date Accounts described in Section 6.1(a) according to the Payment Schedule in effect for the Participant's Primary Separation Account.

A Participant may elect a different Payment Schedule for his or her Separation Accounts payable under Section 6.1(a).

Payment will be made in a single lump sum unless the Participant has elected, with respect to his or her Primary Separation Account or any Separation Account, to have such Account paid in a designated number of additional RSUs substantially equal annual installments over a period over five (5), ten (10), fifteen (15) or twenty (20) payments.

Notwithstanding anything to the contrary contained herein, a Participant will receive his or her Separation Benefit in a single lump sum payment equal to the unpaid balance of all of his or her Accounts if Separation from Service occurs within 24 months following a Change in Control. If a Participant has incurred a Separation from Service at the time of the Change in Control, any unpaid Account Balances will be paid in a single lump sum in accordance with Section 6.1(a).

(b) *Specified Date Benefit.* Each Specified Date Account described in Section 6.1(b) shall be paid in a single lump sum, unless the Participant elects on the date(s) that Compensation Deferral Agreement with which the Company pays Account was established to have the Specified Date Account paid in a cash dividend (if any) designated number of substantially equal annual installments over a period of two (2) to Common Stock holders generally. Such dividend equivalent five (5) payments.

(c) *Disability Benefit.* A Participant who is entitled to receive a Disability Benefit shall receive payment of such benefit in a single lump sum.

(d) *Death Benefit.* A designated Beneficiary who is entitled to receive a Death Benefit under Section 6.2(d) shall receive payment according to his or her Payment Schedules determined under Section 6.2(a). If death occurs after Separation from Service or Disability, payment to the Participant's designated Beneficiary will continue to be made according to the Payment Schedules in effect.

(e) *Small Account Balances.* The Committee shall pay the value of the Participant's Accounts upon a Separation from Service in a single lump sum if the balance of such Accounts is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), provided the payment represents the complete liquidation of the Participant's interest in the Plan. This provision applies to all Accounts in the Plan established after the Effective Date.

(f) *Rules Applicable to Installment Payments.* If a Payment Schedule specifies installment payments, annual payments will be made in a series of consecutive calendar years until the number of installment payments specified in the Payment Schedule has been paid. The amount of each installment payment shall be determined by dividing (i) (a) by (b), where (a) equals the product of (A) the dollar amount Account Balance as of the cash dividend paid per share of Common Stock on such date Valuation Date and (B) (b) equals the total remaining number of RSUs (including dividend equivalents accrued thereon) previously credited installment payments. For purposes of Article VII, installment payments will be treated as a

single payment. For Accounts established after the Effective Date and prior to December 1, 2024, if a lump sum equal to less than 100% of the Participant as of such Retirement/Termination Account is paid, the payment commencement date by (ii) for the Fair Market Value per share of Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be settled or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited. Dividend equivalents shall be settled in whole shares of Common Stock with any dividend equivalents accrued in the installment form of fractional RSUs settled in cash. However, for payment will be the avoidance first anniversary of doubt, the payment of the lump sum.

(g) *Amounts allocated to Company may, in its sole discretion, settle any RSUs credited as dividend equivalents by a cash payment equal to the Fair Market Value Stock. Any portion of a share of Common Participant's Account that is payable in Company Stock on the date of payment (as opposed to payment in the form of shares of Common Stock). For the avoidance of doubt, in no event will any dividend equivalents credited to RSUs be delivered to the Participant unless and until such RSUs vest and settle.*

4.RESTRICTIONS ON RESALES OF SHARES

The Company may impose such restrictions as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Common Stock issued pursuant to Vested RSUs, including (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and other holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

5.INCOME TAXES

The Participant may satisfy tax withholding obligations relating to the RSUs by any combination of the following: (i) a cash payment; (ii) a Company deduction from any amounts payable to Participant; (iii) Company withholding of shares from the Common Stock issuable to the Participant in connection with the RSUs (only up to the amount permitted that will not cause an adverse accounting consequence); or (iv) Company withholding a payment from the proceeds from the sale of shares of Common Stock issued pursuant to the RSUs. In addition, the Administrator may, in its sole discretion but only to the extent consistent with Section 409A of the Code, reduce the number of RSUs remaining subject to this Award, with each such RSU to have a value for such purpose equal to the then Fair Market Value of a share of Common Stock, to satisfy such withholding obligation at the applicable withholding rates.

6.NONTRANSFERABILITY OF AWARD

The Participant agrees that, except as otherwise provided in the Plan or as permitted by the Administrator, this Award may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of other than by will or the laws of descent and distribution or pursuant to the terms of a qualified domestic relations order, official marital settlement agreement or other divorce or separation instrument.

7.OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions and the Plan constitute the entire understanding between the Participant and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded.

8.NO ADDITIONAL RIGHTS

The Participant's receipt of the RSUs does not confer upon the Participant any right to continue to serve the Company or an Affiliate in any capacity and will not affect the right of the Company or an Affiliate to terminate the service of the Participant.

9.GENERAL

(a) In the event that any provision of these Standard Terms and Conditions (including, for the avoidance of doubt, the Plan, which is incorporated here by this reference) is declared to be unenforceable by an arbitrator selected in accordance with Section 11 below or a court of competent jurisdiction, such provision 8.6 shall be reformed, if possible, paid in a single lump sum in an equivalent number of shares of Company Stock at the time distribution is otherwise scheduled to commence hereunder."

9. Section 8.1 is amended to read in its entirety as follows:

8.1 Valuation. Deferrals shall be credited to appropriate Accounts on the date such Compensation would have been paid to the extent necessary Participant absent the Compensation Deferral Agreement. Company Contributions shall be credited at the times determined by the Committee. Valuation of Accounts shall be performed under procedures approved by the Committee."

10. The third paragraph of Section 8.4 of the Plan is amended to render it enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except read in its entirety as follows:

"A Participant may change an investment allocation on any Business Day, both with respect to future credits to the extent necessary Plan and with respect to reform or delete such unenforceable provision. Furthermore, except as otherwise provided by Section 11, it is the parties' intent that any order striking any portion of this Award Document and/or the Plan should modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties hereunder.

(b) The headings preceding the text of the sections in these Standard Terms and Conditions are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction or effect. References to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by the Plan or these Standard Terms and Conditions.

(c) These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties and their respective permitted heirs, beneficiaries, successors and assigns.

(d) These Standard Terms and Conditions shall be interpreted existing Account Balances, in accordance with and governed procedures adopted by the laws of the State of Delaware, without regard to principles of conflicts of law.

(e) In the event of any conflict between the Grant Notice, these Standard Terms and Conditions and the Plan, the Grant Notice and these Standard Terms and Conditions Committee. Changes shall control. In the event of any conflict between the Grant Notice and these Standard Terms and Conditions, the Grant Notice shall control.

(f) The RSUs and any shares of Common Stock acquired under the Plan, and the income and value of become effective on the same are not part Business Day or, in the case of investment allocations received after a time specified by the Participant's normal or expected compensation for any purposes including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, leave-related pay, pension or retirement benefits or payments or welfare benefits

or similar payments Committee, the next Business Day, and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Participant's employer or any Subsidiary.

(g) All questions under the Plan or under these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion.

(h) This Award will be subject to recoupment in accordance with the Company's compensation recovery (clawback) policy or policies then in effect. No recovery of compensation under any such policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or a Subsidiary.

10. ELECTRONIC DELIVERY

By accepting the Grant Notice, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the RSUs via Company web site or other electronic delivery, applied prospectively."

11. ARBITRATION

Any controversy arising out of or relating to the Grant Notice, these Standard Terms and Conditions, and/or the Plan ("Covered Claims"), shall be resolved in accordance with the terms and conditions of the Western Digital Technologies, Inc. Dispute Resolution Agreement (the "DRA").

If, however, Participant has opted out of the DRA, any Covered Claims shall be submitted to arbitration pursuant to this Section 11. Such arbitration shall be held in Orange County, California, U.S.A., before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., Orange, California, or its successor ("JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, and shall be conducted in accordance with the provisions of the Federal Arbitration Act; provided, however, that provisional injunctive relief may, but need not, be sought by either party in a court of law to maintain the status quo while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the arbitrator. Any such action for provisional injunctive relief shall be subject to the exclusive jurisdiction of the Delaware Chancery Court and each party consents to jurisdiction with respect to any such action in Delaware Chancery Court. To the fullest extent permitted by applicable law, Participant and the Company agree to bring any Covered Claims on an individual basis only, and not on a class, collective, joint, or representative basis. If, however, the preceding sentence be determined invalid or unenforceable by a court of competent jurisdiction and not by an arbitrator with respect to any particular Covered Claim, then that Covered Claim will not proceed in arbitration but rather will be resolved in a court of competent jurisdiction for that Covered Claim only. All other Covered Claims must be resolved in arbitration on an individual basis. Any award or relief granted by the arbitrator shall be final and binding on the Company and the Participant and may be enforced by any court of competent jurisdiction.

The Company shall be responsible for payment of the forum costs of any arbitration hereunder, including the arbitrator's fee. Each party shall bear its own attorney's fees and costs (other than forum costs associated with the arbitration) incurred by it or him or her in connection with the resolution of the dispute. If, however, any party prevails on a statutory claim, which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. The parties agree that they are Except as amended hereby, waiving any rights to trial by jury in relation to any matter arising out of or in any way connected with any Covered Claim(s).

12. NON-U.S. EMPLOYEES

The Award shall be subject to any additional terms and conditions for non-U.S. employees set forth in Appendix A ("Appendix A") and any terms and conditions for the Participant's country set forth in Appendix B ("Appendix B"). Moreover, if the Participant relocates to one of the countries included in Appendix B, the terms and conditions for such country will apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of the Agreement.

APPENDIX A

**ADDITIONAL TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD DOCUMENT
FOR NON-U.S. EMPLOYEES**

1. Terms of Plan Participation for Non-U.S. Participants

The Participant understands that this Appendix A contains additional terms and conditions that, together with the Plan and the Award Document, govern the Participant's participation in the Plan if the Participant is working or resident in a country other than the United States. The Participant further understands that the Participant's participation in the Plan also will be subject to any terms and conditions for the Participant's country set forth in Appendix B. *Capitalized terms used but not defined in this Appendix A shall have the same meanings assigned to them in the Plan and/or Award Document.*

2. Withholding Taxes

The following provision supplements Section 5 of the Standard Terms and Conditions:

The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Participant's employer ("Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and this Award and legally applicable to the Participant ("Tax-Related Items") is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs; and (b) are not obligated to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. If the Participant is or becomes subject to Tax-Related Items Plan remain in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Participant agrees, in connection with any relevant taxable or tax withholding event, as applicable, to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the methods set forth in Section 8(f) of the Plan full force and Section 5 of the Standard Terms and Conditions. In addition, the Participant authorizes withholding from proceeds of the sale of shares of Common Stock acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent). If the Participant is subject to Section 16 of the Exchange Act, then withholding for Tax-Related Items shall be satisfied in accordance with Section 8(f) of the Plan, Section 5 of the Standard Terms and Conditions, and the withholding methodology approved by the Administrator for officers subject to Section 16 of the Exchange Act.

Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable minimum withholding amounts or other applicable withholding rates, including maximum applicable rates. In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Common Stock from the Company or the Employer; otherwise, the Participant may be able to seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the Tax-Related Items are satisfied by withholding in shares of Common Stock, for tax purposes, the Participant is deemed to have been issued the full number of shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

The Participant further agrees to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company

Appendix A

may refuse to issue or deliver the shares of Common Stock or the proceeds from the sale of shares if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

3. Nature of Grant

By accepting the RSUs and any shares of Common Stock, the Participant agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;

(d) the Participant is voluntarily participating in the Plan;

(e) the RSUs and any shares of Common Stock acquired under the Plan, and the income and value of the same, are not intended to replace any pension rights or compensation;

(f) the RSUs and any shares of Common Stock acquired under the Plan, and the income and value of the same, are not part of the Participant's normal or expected compensation for any purposes including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, leave-related pay, pension or retirement benefits or payments or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer or any Subsidiary; effect.

(g) IN WITNESS WHEREOF, the future value of the shares of Common Stock underlying the RSUs is unknown, indeterminable, undersigned executed this Amendment and cannot be predicted with certainty;

(h) unless otherwise agreed with the Company, the RSUs and the shares of Common Stock acquired under Restatement to the Plan and the income and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any Subsidiary;

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of the Participant's employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any) or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law;

(j) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by the Award Document do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares; and

(k) neither the Company, the Employer nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the U.S. dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the vesting of the RSUs or the subsequent sale of any shares of Common Stock acquired upon vesting.

4. Data Privacy

By accepting the RSUs via the Company's acceptance procedure, the Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do

not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described herein.

(a) **Declaration of Consent.** The Participant understands that he or she needs to review the following information about the processing of the Participant's personal data by or on behalf of the Company, the Employer and/or any Subsidiary as described in this Award Document and any other RSU grant materials (the "Personal Data") and declare his or her consent. As regards the processing of the Participant's Personal Data in connection with the Plan and this Award Document, the Participant understands that the Company is the controller of the Participant's Personal Data.

(b) **Data Processing and Legal Basis.** The Company collects, uses and otherwise processes Personal Data about the Participant for the purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Participant understands that this Personal Data may include, without limitation, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company or its Subsidiaries, details of all RSUs or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor. The legal basis for the processing of the Participant's Personal Data will be the Participant's consent.

(c) **Stock Plan Administration Service Providers.** The Participant understands that the Company transfers the Participant's Personal Data, or parts thereof, to E*TRADE Financial Corporation Services, Inc. (and its affiliated companies), an independent service provider based in the United States or IBI Capital for Israeli employees, each of which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's Personal Data with such different service provider that serves the Company in a similar manner. The Participant understands and acknowledges that the Company's service provider will open an account for the Participant to receive and trade shares of Common Stock acquired under the Plan and that the Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Participant's ability to participate in the Plan.

(d) **International Data Transfers.** The Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management⁴ day of the Plan, such as the Company's service providers, are based in the United States. If the Participant is located outside the United States, the Participant understands and acknowledges that the Participant's country has enacted data privacy laws that are different from the laws of the United States. Transfers of personal data from the EEA or the United Kingdom^{December, 2024} to the United States can be made on the basis of Standard Contractual Clauses approved by the European Commission, United Kingdom or other appropriate safeguards permissible under the applicable law. If the Participant is located in the EU, EEA or the United Kingdom, the Company may receive, process and transfer the Participant's Personal Data onward to third-party service providers solely on the basis of appropriate data transfer agreements or other appropriate safeguards permissible under applicable law. If applicable, the Participant understands that the Participant can ask for a copy of the appropriate data processing agreements underlying the transfer of the Participant's Personal Data by contacting the Participant's local human resources representative. The Company's legal basis for the transfer of the Participant's Personal Data is the Participant's consent, effective December 1, 2024.

(e) **Data Retention.** The Company will hold and use the Data only as long as is necessary to implement, administer and manage participation in the Plan or as required to comply with tax, exchange control, labor and securities laws, other applicable law, exercise or defense of legal rights, and archiving, back-up and deletion processes. This period may extend beyond the Participant's period of employment with the Employer.

WESTERN DIGITAL CORPORATION

(f) By: Voluntariness and Consequences of Denial/Withdrawal of Consent Christine Bastian. Participation in the Plan is voluntary and the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent,

or later seeks to revoke their consent, the Participant's salary from or employment or other service with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant RSUs or other equity awards to the Participant or administer or maintain such awards. (Print Name)

(g) Its: Data Subject Rights, Chief People & Inclusion Office The Participant understands that data subject rights regarding the processing of personal data vary depending on the applicable law and that, depending on where the Participant is based and subject to the conditions set out in the applicable law, the Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about the Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about the Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of the Participant's objection, does not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of the Participant's Personal Data in certain situations where the Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of the Participant's Personal Data that the Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or the Participant's employment or service contract and is carried out by automated means. In case of concerns, the Participant understands that the Participant may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of, the Participant's rights the Participant understands that the Participant should contact the Participant's local human resources representative.

(h) Alternate Basis and Additional Consents. Finally, the Participant understands that the Company may rely on a different basis for the processing or transfer of Personal Data in the future and/or request that the Participant provide another data privacy consent. If applicable, the Participant agrees that upon request of the Company or the Employer, the Participant will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Employer.

5. Electronic Delivery and Acceptance

The Participant agrees that the Company may, in its sole discretion, decide to deliver by email or other electronic means any documents relating to the Plan or the RSUs. Further, the Participant agrees to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or by a third party designated by the Company.

6. Insider Trading/Market Abuse Laws

The Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). Depending on the Participant's country or the designated broker's country or country where the Common Stock is listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Common Stock, rights to Common Stock (e.g., the RSUs) or rights linked to the value of Common Stock (e.g., phantom awards, futures) during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before possessing inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult his or her personal legal advisor on this matter. (Title)

7. /s/ Christine Bastian Exchange Control, Tax and/or Foreign Asset/Account Reporting (Signature)

The Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Participant's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividend equivalents paid with respect to the RSUs or dividends paid on shares of Common Stock acquired under the Plan) in a brokerage/bank account or legal entity outside the Participant's country. The Participant may be required to report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker within a certain time after receipt. In addition, the Participant agrees to take any and all actions, and consent to any and all actions taken by the Company or the Employer as may be required to allow the Company or the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). The Participant acknowledges that it is the Participant's responsibility to be compliant with such regulations, and the Participant should consult his or her personal legal advisor for any details.

8. Language

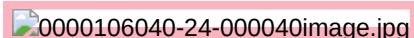
The Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English so as to allow the Participant to understand the terms and conditions of this Award Document. Furthermore, if the Award Document or any other document related to the Plan has been translated into a language other than English and the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

5

Exhibit 10.2

CONFIDENTIAL

EXECUTION VERSION



AMENDED AND RESTATED

EQUITY PURCHASE AGREEMENT

dated as of

September 12, 2024

by and between

SanDisk China Limited

and

JCET Management Co., Ltd. (长电科技管理有限公司)

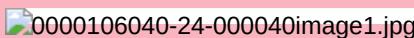


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Sandisk Corporation
Deferred Compensation Plan

IMPORTANT NOTE

This document has not been approved by the Department of Labor, Internal Revenue Service, or any other governmental entity. An adopting Employer must determine whether the Plan is subject to the Federal securities laws and the securities laws of the various states. An adopting Employer may not rely on this document to ensure any particular tax consequences or to ensure that the Plan is "unfunded and maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees" under Title I of the Employee Retirement Income Security Act of 1974, as amended, with respect to the Employer's particular situation. FMR LLC, its affiliates and employees cannot provide you with legal advice in connection with the execution of this document. This document should be reviewed by the Employer's attorney prior to execution.

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AMENDED AND RESTATED EQUITY PURCHASE AGREEMENT

Preamble

THIS AMENDED AND RESTATED EQUITY PURCHASE AGREEMENT (this "Agreement") The Plan is intended to be a "plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of Sections 201(2), dated as of September 12, 2024, is entered into by 301(a)(3) and between SanDisk China Limited, a company organized under the Laws 401(a)(1) of the Republic Employee Retirement Income Security Act of Ireland ("Seller") and JCET Management Co., Ltd. (长电科技管理有限公司), a limited liability company established under 1974, as amended, or an

"excess benefit plan" within the Laws meaning of Section 3(36) of the PRC ("Purchaser"). Seller Employee Retirement Income Security Act of 1974, as amended, or a combination of both. The Plan is further intended to conform with the requirements of Internal Revenue Code Section 409A and Purchaser may each the final regulations issued thereunder and shall be referred to herein as interpreted, implemented, and administered in a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, SanDisk Semiconductor (Shanghai) Co. Ltd. (晟碟半导体 (上海) 有限公司) (the "Company") is a limited liability company established under the Laws of the PRC; manner consistent therewith.

WHEREAS, Seller owns 100% of all rights and interests in the registered capital of the Company;

WHEREAS, upon the terms and subject to the conditions set forth herein, Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase and assume from Seller, 80% equity interest in the Company;

WHEREAS, the Parties entered into that certain Equity Purchase Agreement, dated as of March 4, 2024 (the "Original Agreement") with respect to the transactions referenced in the foregoing recital; and

WHEREAS, the Parties desire to enter into this Agreement to amend and restate the Original Agreement in its entirety, in accordance with the terms and conditions of the Original Agreement (including without limitation, Section 9.4 thereof), with effect from the execution and delivery of the Original Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

Sandisk **DEFINITIONS** Corporation Deferred

Compensation Plan

TOC-1

Article 1 - General

Section 1.1.1. Definitions Plan

When used in this Agreement, The Plan will be referred to by the following terms shall have the respective meanings set forth below:

“Accounting Principles” means the accounting principles generally accepted name specified in the PRC consistently applied in accordance with Adoption Agreement.

1.2. Effective Dates

(a) Original Effective Date. The Original Effective Date is the Company's past practice. date as of which the Plan was initially adopted.

(b) Action means any charge, claim, action, complaint, petition, investigation, appeal, suit, arbitration, litigation, grievance, inquiry or other proceeding, whether administrative, civil, regulatory or criminal, whether at law or in equity, or otherwise under any applicable Law, and whether or not before any mediator, arbitrator or Governmental Authority.

“Actual Net Debt Amount” means the amount equal to (a) Closing Debt, *minus* Amendment Effective Date. (b) Closing Cash. For The Amendment Effective Date is the avoidance of doubt, date specified in the Actual Net Debt Amount may be a negative number.

“Actual Working Capital Amount” means Adoption Agreement as of 12:01 a.m. Beijing time on which the Closing Date, (a) the current assets of the Company Plan is amended and restated. Except as of such time (excluding Closing Cash), *minus* (b) the current liabilities of the Company as of such time (excluding Closing Debt), in each case, calculated in accordance with the Accounting Principles on a basis consistent with the illustrative sample calculation set forth on Schedule I attached hereto. For purposes of the calculation of Actual Working Capital Amount, (i) current assets shall include all current Tax assets allocable to the Taxable period that is deemed to end on the Closing Date pursuant to, and in accordance with, Section 5.10(a), and shall expressly exclude all deferred Tax assets; and (ii) current liabilities shall expressly exclude: (w) Indebtedness; (x) Company Transaction Expenses; (y) all deferred Tax liabilities; and (z) all current Tax liabilities not allocable to the Taxable period that is deemed to end on the Closing Date (or any earlier Taxable period) pursuant to Section 5.10(a).

“Actual Working Capital Adjustment Amount” means the amount equal to (a) the Actual Working Capital Amount, *minus* (b) the Target Working Capital Amount. For the avoidance of doubt, the Actual Working Capital Adjustment Amount may be a negative number.

“Acquisition Proposal” means any agreement, offer, proposal or bona fide indication of interest (other than (i) this Agreement or any other offer, proposal or indication of interest by Purchaser or any of its Affiliates, and (ii) any offer, proposal or indication of interest with respect to or as a result of a Flash Spin-off), or any public announcement of intention to enter into any such agreement or of (or intention to make) any such offer, proposal or bona fide indication of interest, relating to, or involving:

(a) any acquisition or purchase of the Company or any merger, amalgamation, arrangement, consolidation, business combination or similar transaction involving the Company; (b) any sale, lease, mortgage, pledge, exchange, transfer, license, acquisition, or disposition (other than otherwise provided in the ordinary course of business consistent with past practice) of Adoption Agreement, all or substantially all of the assets or business of the Company in any single transaction or series of related transactions; (c) any liquidation, winding-up, dissolution, recapitalization or other corporate reorganization of the Company, or any extraordinary dividend, whether of cash or other property; or (d) any other transaction undertaken by Seller, the Company or any of their Representatives which would reasonably be expected to prevent, impede or delay the consummation of the transactions contemplated by this Agreement.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly Controls, Controlled by or under common Control with, such first Person.

"Amended and Restated Articles of Association" means the Amended and Restated Articles of Association of the Company, with effect from the date on which the Company submits the application for the AMR Approval.

"AMR Approval" means that SAMR has issued a registration notice ("登记通知书"), together with a new business license for the Company, evidencing that (a) Purchaser is the owner of an 80% equity interest in the Company and Seller is the owner of a 20% equity interest in the Company; and (b) the Amended and Restated Articles of Association of the Company, the appointment of directors, supervisors and legal representative nominated by Purchaser and Seller pursuant to the Shareholders Agreement and the Amended and Restated Articles of Association, and the resignation of such Persons from such positions of the Company as set forth in Section 2.9(a)(iii) have been filed with SAMR.

"AMR Submission Date" means the official acceptance date by SAMR of the application for the AMR Approval.

"Ancillary Agreements" means, collectively, the Shareholders Agreement, the Amended and Restated Articles of Association, the Supply Agreement, the Transition Services Agreement and the Registration ETA, each as defined herein.

"Anti-Corruption Laws" means all applicable PRC and non-PRC Laws for the prevention of public or commercial corruption and bribery.

"Base Purchase Price" means US\$436,800,000.

"Business Day" means any day that is not a Saturday, Sunday, legal holiday, or other day on which commercial banks are required or authorized to be closed for general business in, Shanghai, PRC or the State of California, United States.

"Cash" means, as of a given time, all cash, cash equivalents and other similar deposits at such time, as determined in accordance with the Accounting Principles; provided, however, that "Cash" shall: (a) be calculated net of issued but uncleared checks, wire transfers and drafts written or issued

by the Company at such time and (b) include all uncleared checks, wire transfers and drafts deposited or pending deposit for the account of the Company at such time.

"Closing Cash" means, as of 12:01 a.m. Beijing time on the Closing Date, all Cash of the Company.

"Closing Debt" means, as of 12:01 a.m. Beijing time on the Closing Date, all Indebtedness of the Company for borrowed money, together with accrued and unpaid interest thereon, required to be reflected as Indebtedness on the balance sheet of the Company as of such time.

"Company Material Adverse Effect" means any event, development or change that has had or would reasonably be expected to have a material adverse effect on the businesses, assets, liabilities, properties, financial or other conditions or operations, or results of operations of the

Company, other than any event, development or change, either alone or in combination, relating to or arising out of: (a) general economic, regulatory or political conditions, global, international, national or regional political, economic, financial or social conditions, or conditions in the financial, credit, debt, currency, capital or securities markets (including changes in interest or currency exchange rates); (b) (i) any acts of God (including weather, meteorological conditions or climate, pandemics, storms, earthquakes, floods, hurricanes, tornadoes, volcanic eruptions, natural disasters or other acts of nature), or (ii) any effect, event, change, development or occurrence resulting from an outbreak, or any escalation, worsening or diminution of, terrorism, hostilities, sabotage, cyber attack, war, military actions, political instability or other regional, national or international calamity, crisis or emergency, or any governmental or other response to any of the foregoing; (c) any event, development or change in any of the industries or markets in which the Company operates, including cyclical fluctuations and trends; (d) any enactment of, change in, or change in the interpretation of, applicable Law or in the Accounting Principles or other applicable accounting standards, or in each case any change in the interpretation thereof or the adoption or addition of any new Laws or rules, or the rescission, expiration or retirement of any current Law or rule; (e) the announcement, pendency or performance of the transactions contemplated hereby, including by reason of the identity of Purchaser, or any Affiliate of Purchaser, or any communication by Purchaser regarding the plans or intentions of Purchaser with respect to the conduct of the business of the Company, and including the impact of any of the foregoing on any relationships, contractual or otherwise, with customers, suppliers, distributors, collaboration partners, employees or regulators; (f) any action taken, or failure to take any action, in each case, to the extent such action or failure to take action is required by the express terms of this Agreement or to which Purchaser has approved, consented or requested; or (g) any effect, event, change, development, occurrence or circumstance resulting from any breach of this Agreement by Purchaser.

"Company Capital Account Bank" means the Shanghai Municipal branch of Industrial and Commercial Bank of China, where the Company maintains its capital account.

"Company Real Property Leases" means the real property leases, subleases, licenses, and other agreements with respect to the Company Real Property (as defined below), including all amendments, modifications, supplements, extensions, renewals, guaranties or other agreements with respect thereto, pursuant to which the Company is a party.

“Company Transaction Expenses” means, except as otherwise set forth in this Agreement, the aggregate amount of all reasonable out-of-pocket fees and expenses (whether or not yet invoiced), incurred by, or on behalf of, or to be paid by, the Company as of the Closing relating to the performance of the Company’s obligations (including the payments payable to any Company Employee amounts deferred under the Post-Closing Bonus Plan in accordance with Section 5.6(b)(iii), but excluding any post-Closing liabilities or obligations arising as a result of the occurrence of one or more additional post-Closing events under so-called “double-trigger” severance provisions contained in any Employee Benefit Plan). For the avoidance of doubt, “Company Transaction Expenses” excludes costs and expenses incurred by the Company in connection with the termination, transition or transfer of the Excluded Employees.

“Consent” means any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate issued by any Person, including any Governmental Authority.

“Contract” means a contract, agreement, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral, but excluding all Employee Benefit Plans.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms **“Controlled”** and **“Controlling”** have meanings correlative to the foregoing.

“Determination Date” means the date on which the Completion Accounts, the Actual Net Debt Amount, the Actual Working Capital Amount and the Actual Working Capital Adjustment Amount become final and binding on Seller and Purchaser pursuant to Section 2.5(c) or Section 2.5(d), as applicable.

“Environmental Law” means any applicable Law relating to environmental impact assessment, environmental related permits/filings, the pollution of the environment or natural resources or the protection of human health and safety from the presence of Hazardous Materials.

“Employee Benefit Plan” means each plan, program, policy, agreement, or arrangement: (a) that is sponsored or maintained by the Company; (b) to which the Company is a party or with respect to which the Company has any present liability; or (c) the Offshore Plans, in each case of clauses (a) and (b), that is (i) an employment, profit-sharing, deferred compensation, bonus, stock option, phantom stock, stock units, stock purchase, performance unit, stock appreciation right, employee stock ownership, equity compensation, pension, retirement, severance, change of control, retention, supplemental unemployment benefits, employee loan, welfare or incentive compensation plan, policy, program, agreement or arrangement; (ii) any plan, policy, program, agreement or arrangement providing for “fringe benefits,” perquisites or “survivor benefits”; and (iii) any plan, policy,

program, agreement or arrangement providing for hospitalization, health, welfare, dental, disability, life insurance or other similar payments or benefits; provided, however, that for purposes of this definition, in no event shall an Employee Benefit Plan include any arrangement maintained by a Governmental Authority to which the Company is required to contribute under applicable Law.

Estimated Closing Payment means US\$218,400,000, *minus* 80% of the Estimated Net Debt Amount, *plus* 80% of the Estimated Working Capital Adjustment Amount.

Flash Spin-off means a disposition or spin-off of all, or substantially all, of the flash business of Western Digital Corporation.

Fraud means, with respect to a Party, an actual and intentional misrepresentation of a material existing fact pursuant to any representation or warranty in Article III or Article IV given by such Party, where (i) such Party had Knowledge of the falsity of such fact, (ii) the misrepresentation was made for the purpose of inducing the other Party to act, (iii) other Party justifiably relied upon such misrepresentation and suffered resulting Losses, and (iv) such misrepresentation would entitle the other Party to revocation of this Agreement (or the transactions contemplated under this Agreement) under Article 148 and/or Article 149 of the Civil Code of the People's Republic of China. For the avoidance of doubt, Fraud shall not include any claim for negligent misrepresentations or any tort based on negligence or any theory of fraud otherwise not recognized by Article 148 or Article 149 of the Civil Code of the People's Republic of China.

General Enforceability Exceptions means, collectively, (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect; and (b) the availability of specific performance, injunctive relief, protective order or similar remedies.

Governmental Authority means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

Hazardous Materials means any substance regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil or words of similar meaning or effect under any Law relating to pollution, waste or the environment.

Hong Kong means the Hong Kong Special Administrative Region of the PRC.

Indebtedness means, with respect to the Company, without duplication: (a) indebtedness for borrowed money; (b) obligations evidenced by bonds, notes, debentures or other similar instruments or, in each case and only to the extent drawn by the counterparty thereto, letters of credit or performance bonds; (c) obligations under derivative financial instruments, including interest rate swaps; (d) obligations for any deferred purchase price of property, services, stocks or assets with respect to which the Company is liable (but excluding trade payables, accrued expenses and accruals

incurred in the ordinary course of business and earn-outs not yet earned); (e) that portion of any obligations under any capitalized lease that is classified, in conformity with the Accounting Principles, as a liability on the balance sheet of the Company; (f) accrued and unpaid interest, if any, on and all make-whole amounts, prepayment penalties, breakage fees and other exit fees paid or payable in the event that any of the foregoing is to be repaid or otherwise discharged; and (g) all guarantees of the obligations of other Persons described in the immediately precedent clauses (a) through (f). For purposes of this Agreement, "Indebtedness" shall expressly exclude: (i) all current liabilities, calculated in accordance with the Accounting Principles; (ii) Company Transaction Expenses; (iii) all Tax liabilities; and (iv) all Purchaser fees and expenses.

"Intellectual Property" means all intellectual property, including all: (a) patents, patent applications, invention disclosures and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof; (b) trademarks, service marks, domain names, logos, business name, slogans, trade dress, design rights and other similar designations of source or origin; (c) copyrights; (d) trade secrets; and know-how; and (e) all applications and registrations for any of the foregoing.

"Interim Period" means the period from and after the date of the Original Agreement until the earlier to occur of (a) the Closing and (b) the date this Agreement is otherwise terminated pursuant to Article VII.

"Knowledge of Purchaser" has the meaning set forth in Exhibit B attached hereto.

"Knowledge of Seller" has the meaning set forth in Exhibit C attached hereto.

"Labor Organization" means any labor union, labor organization, workers' association or works council.

"Law" means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Orders.

"Letter of Guarantee" means the Letter of Guarantee issued by the Purchaser Guarantor in favor of Seller, to guarantee the payment obligations of Purchaser with respect to the Estimated Closing Payment, any adjustment to the Estimated Closing Payment payable to Seller, the Second Installment Payment and, each Deferred Payment, pursuant to the terms of this Agreement, substantially in the form as set forth in Exhibit A hereto, which shall provide, among other things, that the aggregate amount payable by the Purchaser Guarantor thereunder does not exceed US\$680,000,000 and the obligations of the Purchaser Guarantor thereunder will expire as of December 31, 2029.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, hypothecation, claim, encroachment, easement, adverse claim, option, security interest or encumbrance of any kind

with respect to such asset. For the avoidance of doubt, the license or other grant of rights with respect to Intellectual Property as explicitly set out in the Seller Disclosure Letter, in and of itself, shall not be deemed to be a Lien.

“Losses” means, with respect to a breach of any representation or warranty or any breach or non-fulfillment by a Party of any of its covenants or agreements under this Agreement, all costs, expenses, damages, obligations, liabilities, assessments, judgments, losses, settlements, awards and fees (including any reasonable legal fees and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened Action) actually suffered, sustained, incurred or paid by the relevant Person(s) to be indemnified, to the

extent directly arising out of or resulting from the breach of any such representation, warranty, covenant or agreement (as the case may be).

“Order” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

“Organizational Documents” with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“Offshore Plans” means, all material benefit or compensation plans, policies or programs that are sponsored or maintained by Seller or its offshore Affiliates and covering all or part of the employees of the Company, including, without limitation, the Western Digital Corporation Amended and Restated 2017 Performance Incentive Plan, amended and restated as of August 11, 2020, and Western Digital Corporation Amended and Restated 2021 Long-Term Incentive Plan, amended and restated as of August 22, 2023.

“Permitted Lien” means all: (a) Liens for Taxes or other governmental charges not yet due or payable or that are being contested in good faith; (b) statutory mechanics', carriers', workers', repairers' and similar statutory Liens incurred in the ordinary course of business; (c) easements, rights of way, zoning ordinances or other, similar encumbrances, as identified in real property ownership certificates or title reports or compulsorily permitted by applicable Laws, affecting the Company Real Property; (d) Liens that shall be released prior to or as of the Closing; (e) Liens with respect to any obligations as lessee under capitalized leases as disclosed in the VDR; (f) rights, interests, Liens or titles of, a licensor, sublicensor, licensee, sublicensee, lessor or sublessor under any license, lease or other similar agreement or in the property being leased or licensed to the Company incurred in the ordinary course of business; and (g) Liens (if any) set forth in Section 1.1 of the Seller Disclosure Letter.

“Person” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"PRC" means the People's Republic of China, solely for purposes of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and the region of Taiwan.

"PRC Anti-Monopoly Law" means the Anti-Monopoly Law of the PRC promulgated on August 30, 2007, amended on June 24, 2022 and effective as so amended as of August 1, 2022, and any amendment thereto.

"PRC Antitrust Clearance" means (i) a decision or other document issued by SAMR approving the transactions contemplated hereby pursuant to the PRC Anti-Monopoly Law or (ii) the relevant statutory periods for a decision by SAMR prescribed by the PRC Anti-Monopoly Law, including any extensions thereof, having expired and no Restraint having been raised or imposed by SAMR with respect to the transactions contemplated hereby.

"PRC Withholding Tax" means the amount of any withholding Tax imposed on the transfer of the Purchased Interest by Seller to Purchaser pursuant to this Agreement (including any Tax imposed on the payment of any contingent or deferred payments relating thereto) as assessed and finally determined by a competent PRC Taxing Authority.

"Pre-Closing Tax Period" shall mean any taxable period ending on or before the Closing Date, and, with respect to any taxable period beginning on or before and ending after the Closing Date, the portion of such taxable period ending at the end of the Closing Date.

"Purchaser Guarantor" means Bank of Communications, Ltd., Singapore Branch.

"Purchaser Material Adverse Effect" means any event, development or change that has had, or would reasonably be expected to have, a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement, or that would prevent or materially impede, interfere with, hinder or delay the consummation by Purchaser of the transactions contemplated hereby.

"Representative" means, with respect to any Person, its officers, directors, employees, Affiliates, financial advisors, attorneys, accountants, actuaries, consultants and other agents, advisors and representatives.

"SAFE Registration Voucher" means the registration voucher ("业务登记凭证") affixed with the seal of the Company Capital Account Bank acknowledging completion of the registration of the updated shareholder information for the Company as a result of the Purchaser's acquisition of the Purchased Interest pursuant hereto.

"SAMR" means the State Administration for Market Regulation of the PRC, or, with respect to the issuance of any business license or filing or registration to be effected by or with the Administration for Market Regulation of the PRC, any Governmental Authority which is similarly competent to issue such business license or accept such filing or registration under the Laws of the PRC.

"Sanctioned Person" means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws, including: (i) any individual or entity listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including, without limitation, OFAC's

Specially Designated Nationals and Blocked Persons List and the EU Consolidated List; or (ii) any entity that is, in the aggregate, fifty percent (50%) or greater owned, directly or indirectly, or otherwise Controlled by a person or persons described in clause (i) above.

“Sanctions Laws” means all applicable U.S. and non-U.S. Laws relating to economic or trade sanctions, including, without limitation, the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), those promulgated by the European Union as required to be enforced by its member states and as promulgated by the United Nations as required to be enforced by its member states.

“Seller Disclosure Letter” means the written disclosure letter, dated as of the date of the Original Agreement, delivered by Seller to Purchaser in connection with the execution and delivery of the Original Agreement.

“Seller Fundamental Representations” means the representations and warranties of Seller contained in Section 3.1 (Organization and Qualification), Section 3.2 (Authorization; Enforceability), Section 3.3(a) (solely with respect to clause (i) thereof) and Section 3.3(b) (Consents and Approvals; No Violations), Section 3.5 (Ownership of Equity Interests), Section 3.6(a) (Organization and Qualification), Section 3.7 (Capitalization and Corporate Structure), and Section 3.29 (Brokers).

“Seller Material Adverse Effect” means any event, development or change that has had, or would reasonably be expected to have, a material adverse effect on (i) the ability of Seller to perform its obligations under this Agreement, or that would prevent or materially impede, interfere with, hinder or delay the consummation by Seller of the transactions contemplated hereby; and/or (ii) the ability of Western Digital Technologies, Inc. to assume joint and several liability with Seller for any amounts payable by Seller to Purchaser under this Agreement.

“Shareholders Agreement” means the Shareholders Agreement, substantially in the form of Exhibit D hereto.

“SOFR” means the one (1)-month CME Term SOFR published by CME Group Inc..

“Solvent” when used with respect to any Person, means that, as of any date of determination: (a) the amount of the “fair saleable value” of the assets of such Person shall, as of such date, exceed: (i) the value of all “liabilities of such Person, including contingent and other liabilities,” as of such date, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors; and (ii) the amount that shall be required to pay the probable liabilities of such Person on its existing debts (including contingent liabilities) as such debts become absolute and matured; (b) such Person shall not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date; and (c) such Person shall be able to pay its liabilities, including contingent and other liabilities, as they mature. For the purpose of this definition, “not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged” and “able to pay its liabilities, including contingent and other liabilities, as they mature” means that such Person shall be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

"Subsidiary" means, with respect to any specified Person, any other Person that is Controlled directly or indirectly by such given Person.

"Supply Agreement" means the Manufacturing and Supply Agreement to be entered into by and between the Company and Seller as of the Closing, which shall, among other terms, include the provisions set forth in Exhibit E.

"Target Working Capital Amount" means US\$72,205,000.

"Tax Return" means any return, declaration, report, claim for refund or information return, certificate, bill, statement or other written information required to be filed with any Taxing Authority relating to Taxes, including any supplement, schedule or attachment thereto, and including any amendment thereof.

"Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Taxing Authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs' duties, tariffs, and similar charges. The term "Taxable" has meanings correlative to the foregoing.

"Taxing Authority" means the State Taxation Administration of the PRC and its local counterparts, and any other Governmental Authority in China and/or other countries and jurisdictions responsible for the collection or enforcement of any Taxes.

"Transaction Deductions" means all Tax losses, deductions, expenses or similar items incurred or deductible by the Company as a result of, in connection with or in anticipation of the transactions contemplated by this Agreement, including losses, deductions and expenses related to: (i) the payment of any change in control or stay bonuses, or similar compensatory amounts, to employees or other service providers to the Company; (ii) the acceleration of deferred financing fees related to the repayment of Indebtedness; and (iii) the payment of any fees or other expenses associated with the transactions contemplated by this Agreement that are not required to be capitalized, including fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors, service providers and third-party fees and expenses paid or payable by the Company (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated by this Agreement.

"Transition Services Agreement" means the Transition Services Agreement to be entered into by and between the Company and Seller as of the Closing.

"U.S." or **"United States"** means the United States of America.

"US\$" or **"U.S. Dollar"** means the legal tender of the United States.

ARTICLE II
PURCHASE AND SALE; CLOSING

Section 2.1 Purchase and Sale

Article I Subject to the terms and conditions of this Agreement, at the Closing, Seller agrees to sell, transfer and assign to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, legal and beneficial title and ownership to an 80% equity interest in the Company (the "Purchased Interest"), for the consideration specified in Section 2.2.

(a) As of the Closing, subject in all cases to the Purchaser's obligation to pay the Purchase Price (as defined below) hereunder: (i) Purchaser shall be deemed to have acquired the ownership of the Purchased Interest and shall assume all of the rights, responsibilities and obligations of Seller with respect to the Purchased Interest under applicable Laws and as set forth in the Organizational Documents of the Company; (ii) Seller shall cease to hold any interest in the Purchased Interest and shall cease to have any obligations attached thereto; and (iii) Purchaser will hold an 80% equity interest in the Company, and Seller will hold the remaining 20% equity interest in the Company.

Section 2.2 Purchase Price

(a) The consideration payable for the Purchased Interest shall be the "Purchase Price", which shall be an amount equal to (i) the Base Purchase Price, *minus* (ii) 80% of the Actual Net Debt Amount (as finally determined pursuant to Section 2.5(c) or Section 2.6(e), as applicable), *plus* (iii) 80% of the Actual Working Capital Adjustment Amount (as finally determined pursuant to Section 2.5(c) or Section 2.6(e), as applicable), *plus* (iv) the Deferred Payments; *provided*, that the Purchase Price, after any adjustments to any component thereof as provided for in this Agreement, shall in no event exceed US\$680,000,000 in the aggregate.

(b) The Purchase Price shall be paid by Purchaser to Seller by wire transfer of immediately available funds in U.S. Dollar to a bank account designated by Seller, which account shall be designated by Seller no less than: (x) with respect to the Estimated Closing Payment, ten (10) Business Days prior to the **Closing Amendment Effective Date and (y) with respect to each other payment payable pursuant to this Section 2.2(b), ten (10) Business Days prior to the date for payment thereof (the "Seller's Account"), as follows:**

(i) the Estimated Closing Payment, net of applicable Taxes in accordance with Section 5.10(f), shall be paid promptly, but in no event later than five (5) Business Days, following the Closing;

(ii) subject to Section 2.4(d), any adjustment to the Estimated Closing Payment (if is a positive number) payable to Seller, net of applicable Taxes in accordance with Section 5.10(f), shall be paid promptly, but in no event later than the later of (A) payment date of the Second Installment Payment (as set forth below) and (B) the third (3rd)

Business Day following the Determination Date; provided, however, that if the adjustment to the Estimated Closing Payment is a negative number, then subject to Section 2.4(d), Seller shall pay such amount to Purchaser promptly, but in no event later than the payment date of the Second Installment Payment (as set forth below), following the Determination Date;

(iii) US\$218,400,000 (the “Second Installment Payment”), net of applicable Taxes in accordance with Section 5.10(f) and, to the extent any, the Controller Working Capital Amount (or the Adjusted Controller Working Capital Amount, as applicable) in accordance with Section 5.13, shall be paid promptly, but in no event later than three (3) Business Days, following the earlier to occur of (x) the date six (6) months following the Closing Date and (y) January 1, 2025; and

(iv) each Deferred Payment, net of applicable Taxes in accordance with Section 5.10(f), shall be paid promptly, but in no event later than three (3) Business Days, following the applicable Deferred Payment Date.

(c) If Purchaser fails to pay any amount payable under the preceding clauses, Purchaser shall pay Seller interest thereon at the rate of 1% above SOFR for the relevant days compounding annually, accruing daily from the payment due date under Section 2.2(b), (i.e., after expiration of such five (5) or three (3) Business Days, as applicable, as provided for in Section 2.2(b) with respect to such payment) and continuing until such amount, together with the interest payable thereon, has been paid in full.

(d) In the event that (A) the Estimated Closing Payment has not been paid (with such payment being evidenced by Purchaser's presentation to Seller a bank wire reference number(s) or the SWIFT message/document showing the full amount of the Estimated Closing Payment) as of the fifth (5th) Business Day following the Closing Date and/or (B) any adjustment to the Estimated Closing Payment payable to Seller, the Second Installment Payment or any Deferred Payment has not been paid (with such payment being evidenced by Purchaser's presentation to Seller a bank wire reference number(s) or the SWIFT message/document showing the full amount of the applicable payment) as of the third (3rd) Business Day following the date when such amount first becomes due pursuant to Section 2.2(b)(ii), Section 2.2(b)(iii) or Section 2.2(b)(iv), as applicable, then, in each case, Seller shall have the right to, upon written notice to Purchaser, immediately thereafter enforce the Letter of Guarantee for the outstanding unpaid amount of such payment according to the terms of the Letter of Guarantee. For the avoidance of doubt, (x) Seller shall not be entitled to enforce the Letter of Guarantee for the applicable payment set forth below until: (i) October 14, 2024, with respect to the Estimated Closing Payment (or any portion thereof not paid by Purchaser by such date), (ii) January 7, 2025, with respect to any adjustment to the Estimated Closing Payment payable to Seller (or any portion thereof not paid by Purchaser by such date), (iii) January 7, 2025, with respect to the Second Installment Payment (or any portion thereof not paid by Purchaser by such date), and (iv) the fourth (4th) Business Day following the first, second, third, forth and fifth anniversary of the Closing Date, with respect to each Deferred Payment due and payable following the applicable anniversary date of the Closing Date pursuant to Section 2.2(b)(iv) above (or any portion of each thereof not paid by Purchaser by the applicable date), and (y) the payments for which Seller is

entitled to enforce against the Purchaser Guarantor under the Letter of Guarantee shall not include any interest accrued on such payments; provided, however, Purchaser shall remain liable for any and all interest accrued and payable on such payments as provided for in Section 2.2(c), notwithstanding Seller's recovery of any such payments following enforcement of the Letter of Guarantee.

Section 2.3 Estimated Adjustments at Closing

(a) At least five (5) Business Days before the Closing Date, Seller shall deliver to Purchaser a written notice setting forth Seller's good faith estimates of the Actual Net Debt Amount, the Actual Working Capital Amount and the Actual Working Capital Adjustment Amount (such estimates, the "Estimated Net Debt Amount", the "Estimated Working Capital Amount" and the "Estimated Working Capital Adjustment Amount", respectively), together with reasonably detailed supporting information.

(b) The Estimated Net Debt Amount, the Estimated Working Capital Amount and the Estimated Working Capital Adjustment Amount shall be used to calculate the Estimated Closing Payment.

Section 2.4 Post-Closing Adjustment

(a) Net Debt Adjustment. If 80% of the Actual Net Debt Amount (as finally determined pursuant to Section 2.5(c) or Section 2.6(e), as applicable) is:

(i) less than 80% of the Estimated Net Debt Amount then, Purchaser shall promptly, but in no event later than the date of the Second Installment Payment, pay an amount equal to such difference to Seller and the Purchase Price shall be deemed increased accordingly; or

(ii) greater than 80% of the Estimated Net Debt Amount then, Seller shall promptly, but in no event later than the date of the Second Installment Payment pay an amount equal to such difference to Purchaser and the Purchase Price shall be deemed reduced accordingly.

(b) Working Capital Adjustment. If 80% of the Actual Working Capital Adjustment Amount (as finally determined pursuant to Section 2.5(c) or Section 2.6(e), as applicable) is:

(i) less than 80 % of the Estimated Working Capital Adjustment Amount then, Seller shall promptly, but in no event later than the date of the Second Installment Payment, pay an amount equal to such difference to Purchaser and the Purchase Price shall be deemed reduced accordingly; or

(ii) greater than 80% of the Estimated Working Capital Adjustment Amount then, Purchaser shall promptly, but in no event later than the date of the

Second Installment Payment, pay an amount equal to such difference to Seller and the Purchase Price shall be deemed increased accordingly.

(c) For the avoidance of doubt, if and to the extent that an item could be taken into account in one or more of the adjustments under this Section 2.4, an adjustment will only be made once for that item.

(d) The Parties agree that, to the extent any payments to be made between the Parties pursuant to this Section 2.4 are due at the same time, they shall be netted so that only one payment of the aggregate adjustments described herein will be payable by the relevant Party(ies).

(e) Each of Purchaser and Seller acknowledges and agrees that the Purchase Price adjustment provisions set forth in this Section 2.4 shall be the sole and exclusive remedy of Purchaser and Seller with respect to (i) determining whether or not any adjustment would be made to the Purchase Price pursuant to this Section 2.4 (whether or not any such adjustment was, in fact, made), (ii) determining the amount of any such adjustment and/or (iii) any other claims relating to any of the components of the Purchase Price.

Section 2.5 Completion Accounts

(a) The Parties shall engage the Independent Accountant to initiate the review of the Estimated Net Debt Amount, the Estimated Working Capital Amount and the Estimated Working Capital Adjustment Amount and the resulting calculation of the Estimated Closing Payment pursuant to Section 2.3 within ten (10) calendar days after the Closing Date, and procure the Independent Accountant to issue the draft Completion Accounts within sixty (60) days after the Closing, together with a description of the methodology used in preparation of the Completion Accounts. The Parties shall procure the Company to fully cooperate with the Independent Accountant in preparing the Completion Accounts, in particular, by fully providing all information necessary for the preparation of the Completion Accounts to the Independent Accountant during normal working hours. For purpose of this Section 2.5:

“Completion Accounts” means the closing report with respect to the balance sheet of the Company as of 12:01 a.m. Beijing time on the Closing Date, together with Independent Accountant’s calculations of the Actual Net Debt Amount, the Actual Working Capital Amount and the Actual Working Capital Adjustment Amount, in each case, which shall be prepared and calculated in accordance with the Accounting Principles.

“Independent Accountant” shall be Ernst & Young’s Affiliate in the PRC or, if Ernst & Young or such Affiliate declines to accept its appointment hereunder, such other accounting firm, qualified to practice in China and of international repute and standing mutually agreed upon by Seller and Purchaser.

(b) Upon delivery of the draft Completion Accounts, Purchaser shall ensure that all information and assistance reasonably requested by Seller is given to Seller, its Affiliates and Representatives to review Independent Accountant’s draft Completion Accounts

and shall permit Representatives of Seller to have reasonable access to the books, records and other materials of the Company and the facilities and personnel of the Company, and take extracts from, or

make copies of, the records, for the sole purposes of reviewing the Independent Accountant's draft Completion Accounts. If Purchaser breaches its obligations under this Section 2.5(b), the dispute period set forth in Section 2.5(c) shall automatically be extended until such breach is cured by the breaching Party.

(c) If neither Seller nor Purchaser disputes the draft Completion Accounts within twenty (20) calendar days upon receipt of the draft Completion Accounts pursuant to Section 2.5(a) (the "Final Objection Date"), the Independent Accountant's draft Completion Accounts will be deemed to be the final Completion Accounts and the Actual Net Debt Amount, the Actual Working Capital Amount and the Actual Working Capital Adjustment Amount set forth therein will be final and binding on the Parties.

(d) If either Seller or Purchaser identifies any manifest error in the draft Completion Accounts, such Party shall provide the other Party and the Independent Accountant with written notice of dispute with respect to any aspect of the draft Completion Accounts prior to the Final Objection Date (a "Dispute Notice"), setting forth in reasonable detail each item so disputed (all such items with manifest errors, the "Disputed Matters"), then the Parties shall work together in good faith with the Independent Accountant to resolve the Disputed Matters as soon as reasonably possible. To the extent such Disputed Matters are not resolved within fifteen (15) Business Days following the Dispute Notice, the Disputed Matters shall be resolved pursuant to Section 9.8 below. For the avoidance doubt, "manifest error" shall not include, and no Party shall challenge the determination of the Independent Accountant on the basis of, any application by the Independent Accountant of the Accounting Principles or any methodology permissive thereunder or the exercise of judgment or discretion by the Independent Accountant in connection with the preparation of the Completion Accounts which, in each case, is not unreasonable on its face.

(e) Any item or matter that is not a Disputed Matter shall become final and binding, unless the resolution of any item or matter objected to in the Dispute Notice affects any such aspect, or presupposes the inaccuracy of any such aspect, in which case such aspect shall, notwithstanding the failure to specifically dispute such aspect in the Dispute Notice, be considered disputed in the Dispute Notice.

(f) All costs and expenses of the Independent Accountant shall be borne equally by Purchaser and Seller.

Section 2.6 *(Intentionally left blank).*

Section 2.7 Deferred Payments

As additional consideration for the Purchased Interest, Purchaser shall pay to Seller an amount equal to US\$187,200,000, in the aggregate, in the form of five (5) equal deferred payments each in the sum of US\$37,440,000 (each such payment, a "Deferred Payment") to be

paid upon each twelve (12) month anniversary of the Closing Date (each, a "Deferred Payment Date") for the five (5) annual periods immediately following the Closing.

Section 2.8 Closing

(a) Closing. The closing of the purchase and sale of the Purchased Interest (the “Closing”) shall take place: (i) at the offices of O’Melveny & Myers LLP, JC Plaza, 12th Floor, 1225 Nanjing Road West, Shanghai 200040, the People’s Republic of China at 8:01 a.m. Beijing time, on the later of (A) September 28, 2024 and (B) the third (3rd) Business Day following the date on which the last of the conditions required to be satisfied or waived pursuant to Section 6.1, Section 6.2 and Section 6.3 is either satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing); or (ii) at such other place, time or date as Purchaser and Seller may agree upon in writing. The date on which the Closing occurs is referred to herein as the “Closing Date.”

Section 2.9 Deliveries by Seller

(a) Pre-Closing Deliveries by Seller. No later than one (1) Business Day prior to the date on which the Company submits the application for the AMR Approval, Seller shall deliver or cause to be delivered to Purchaser each of the following:

(i) a counterpart to each of the Ancillary Agreements, duly executed by an authorized signatory of Seller and/or its Affiliates;

(ii) evidence that Seller has been authorized to execute this Agreement and each Ancillary Agreement to which it is a party and to enter into the transactions contemplated hereunder and thereunder; and

(iii) duly signed letters of resignation of the following Persons from the applicable position(s) of the Company, effective as of the AMR Approval: (i) Bock Kim Lee as Director, Chairman and Legal Representative, (ii) Terry (Hairong) Yao as Director, and (iii) Lucy (Yinye) Shu as Director and duly signed letters of nomination of Persons to be nominated by Seller to the application position(s) of the Company pursuant to the Shareholders Agreement and the Amended and Restated Articles of Association.

(b) Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

(i) an updated register of shareholders of the Company, certified true, accurate and complete by an officer of the Company, reflecting Purchaser as the owner of an 80% equity interest in the Company;

(ii) the revised business license of the Company issued by SAMR, and the company chop of the Company;

(iii) financial records, all accounting books and records, copies Tax returns filed and related correspondence (if any), and cryptographic keys of all bank accounts of the Company;

(iv) a roster listing all employees of the Company as of the Closing Date, specifying their name, employee ID and position; and

(v) the electronic copy (USB) of the VDR as provided to Purchaser on the date of the Original Agreement.

Section 2.10 Deliveries by Purchaser

(a) **Pre-Closing Deliveries by Purchaser.** No later than one (1) Business Day prior to the date on which the Company submits the application for the AMR Approval, Purchaser shall deliver or cause to be delivered to Seller each of the following:

(i) a counterpart to each of the Ancillary Agreements, duly executed by an authorized signatory of Purchaser and/or its Affiliates;

(ii) the Letter of Guarantee, duly issued by the Purchaser Guarantor in favor of Seller;

(iii) duly signed letters of nomination of Persons to be nominated by Purchaser to the application position(s) of the Company pursuant to the Shareholders Agreement and the Amended and Restated Articles of Association; and

(iv) evidence that Purchaser has been authorized to execute this Agreement and each Ancillary Agreement to which it is a party and to enter into the transactions contemplated hereunder and thereunder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as qualified or supplemented by the Seller Disclosure Letter and the general disclosure as contemplated by Section 9.2, Seller represents and warrants to Purchaser as follows:

Section 3.1 Organization and Qualification

(a) Seller is duly formed, validly existing and in good standing (to the extent the applicable jurisdiction recognizes such concept) under the Laws of the Republic of Ireland.

(b) Seller is duly qualified to do business and is in good standing (to the extent the applicable jurisdiction recognizes such concept) under the Laws of each jurisdiction in which the conduct of its business, or the character of the properties owned or

leased by it, requires it to be so qualified, except where the failure to be so qualified or to be in good standing would not have a Seller Material Adverse Effect.

Section 3.2 Authorization; Enforceability

Seller has the requisite corporate or other similar power, as applicable, and has the authority to execute and deliver this Agreement and all agreements and documents contemplated hereby to be executed and delivered by it, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and such other agreements and documents and the consummation of the transactions contemplated herein and therein have been duly and validly

authorized by all requisite corporate, partnership or limited liability company or other similar action, as applicable on the part of Seller. This Agreement has been, and all agreements and documents contemplated hereby to be executed and delivered by it shall be, duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery by the parties hereto and thereto, shall upon such execution and delivery hereof and thereof be the legal, valid and binding obligations of Seller hereunder and thereunder, as applicable, enforceable against Seller in accordance with its terms, except as limited by the General Enforceability Exceptions.

Section 3.3 Consents and Approvals; No Violations

(a) Neither the execution and delivery of this Agreement by Seller, or the other agreements and documents contemplated hereby to be executed and delivered by Seller, nor the consummation by Seller of the transactions contemplated herein or therein, nor compliance by Seller with any of the provisions hereof or thereof, shall: (i) conflict with or result in a breach of any provisions of the Organizational Documents of Seller and the Company; (ii) constitute or result in any material breach of any term, condition or provision of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration with respect to any Company Contract; (iii) result in the creation or imposition of a Lien (other than any Permitted Lien) upon any property or assets of the Company pursuant to any Company Contract; or (iv) subject to receipt by Seller of the requisite Consents described in Section 3.3(a) of the Seller Disclosure Letter and by Purchaser of the approvals contemplated in Section 4.3(b) below, violate any Law or Order applicable to the Company and/or Seller or its properties or assets in any material respect.

(b) No Consent from any Governmental Authority material to the Company or its business is required to be obtained by Seller and/or the Company for the consummation by Seller of the transactions contemplated by this Agreement, except in connection, or in compliance, with the PRC Antitrust Clearance and other approvals from any Governmental Authorities required under Section 5.3 and as set forth in Section 3.3(b) of the Seller Disclosure Letter.

Section 3.4 Seller Litigation

(a) There is no Action pending or, to the Knowledge of Seller, threatened, against Seller or any of its Affiliates by or before any Governmental Authority that, if

determined in a manner adverse to Seller or any of its Affiliates, would have a Seller Material Adverse Effect.

(b) There is no outstanding Order binding on or, to the Knowledge of Seller, threatened, against Seller or any of its Affiliates that would have a Seller Material Adverse Effect.

Section 3.5 Ownership of Purchased Interest

(a) Seller owns as of record and beneficially owns all of the Purchased Interest free and clear of all Liens, except for any restriction on transfer pursuant to applicable Laws.

(b) Except as provided by applicable Laws or the Organizational Documents of the Company, each of Seller and the Company is not party to any option, warrant, purchase right or

subscription right, convertible security or other right Contract (other than this Agreement) that could (i) require Seller to sell, transfer or otherwise dispose of or acquire any equity interests of the Company; or (ii) require the Company to issue or distribute to holders of any equity interest of the Company, or authorize any third party to subscribe for any equity interest of the Company.

(c) There are no voting trusts, proxies or another agreements or understandings with respect to the voting of equity interest of the Company, other than the Shareholders Agreement.

Section 3.6 Organization and Qualification

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the PRC.

(b) The Company is duly qualified to do business and is in good standing (to the extent the applicable jurisdiction recognizes such concept) under the Laws of each jurisdiction in which the conduct of its business, or the character of the properties owned or leased by it, requires it to be so qualified.

Section 3.7 Capitalization and Corporate Structure

(a) The registered capital of the Company as of the date of the Original Agreement is US\$272,000,000, all of which has been (or will be) contributed and paid up by Seller prior to the Closing.

(b) The Company does not own or Control, directly or indirectly, any equity interests in any joint venture, partnership or similar arrangement. The Company is not

and will not be obligated to make any investment in or capital contribution to or on behalf of any other Person. The Company does not have any registered or unregistered branch company.

(c) All the registered capital and shareholding changes and other historical entity changes of the Company from its establishment are valid and all requisite filings and other formalities in relation to such registered capital changes, shareholding changes and other historical entity changes required by PRC Laws and any other applicable Laws have been duly submitted, delivered, approved and registered, except for such other historical entity changes of the Company, where the failure to be valid or submitted, delivered, approved and registered would not have a Company Material Adverse Effect. Except as set forth in Section 3.7(c) of the Seller Disclosure Letter, any payments required for the above registered capital changes and shareholding changes of the Company have been fully made and settled without any potential or unsolved disputes.

Section 3.8 Financial Statements

Section 3.8 of the Seller Disclosure Letter includes true and complete copies of the Company's (a) audited balance sheets as of December 31, 2021, December 31, 2022 and unaudited balance sheet as of June 30, 2023 (the last balance sheet, the "2023 Balance Sheet", and the date thereof, the "Statement Date") and (b) audited income statements and statements of cash flows as of and for

the fiscal years ended 2021 and 2022 and unaudited income statement and statement of cash flows as of and for the six (6)-month period ended June 30, 2023 ((a) and (b) collectively, the "Financial Statements"). The Financial Statements (i) were prepared in accordance with the Accounting Principles consistently applied for the periods indicated (except as otherwise noted therein) and (ii) the balance sheets present fairly, in all material respects, the financial position of the Company, as of their respective dates, and the income statements and statements of cash flows present fairly, in all material respects, the results of the Company's operations and its cash flows for the periods presented therein, all in accordance with the Accounting Principles.

Section 3.9 Conduct of Business

Except for actions taken in connection with the process of selling the Purchased Interest (including the preparation and implementation of the transactions contemplated hereunder) and except as set forth in Section 3.9 of the Seller Disclosure Letter, since the Statement Date until the date of the Original Agreement:

- (a) the Company has conducted its businesses and operations in the ordinary course of business, consistent with past practice, in all material respects; and
- (b) there has not been any Company Material Adverse Effect.

Section 3.10 Company Litigation

(a) There are no Actions pending or, to the Knowledge of Seller, threatened, against the Company or any Person (in his/her capacity as a director, supervisor or

officer of the Company) by or before any Governmental Authority that, if determined in a manner adverse to the Company, either alone or in combination, would have a Company Material Adverse Effect.

(b) There are no outstanding Orders binding on the Company that would have a Company Material Adverse Effect.

(c) The Company is not in material default with respect to any court, administrative or arbitration order, judgment, injunction, decree or other award made by any Governmental Authority, and to the Knowledge of Seller, no circumstance or fact exists which is likely to give rise to a material default of any of the aforementioned.

Section 3.11 Taxes

(a) Except for failures that would not have a Company Material Adverse Effect, since the Statement Date the Company has timely: (i) filed (taking into account any extension of time within which to file) with the appropriate Taxing Authority all Tax Returns required to have been filed by the Company, the failure of which to file would be material to the businesses of the Company, and all such Tax Returns are true, correct and complete in all material respects; and (ii) paid all Taxes shown as due on such Tax Returns, other than Taxes being contested in good faith.

(b) Since the Statement Date the Company is not the subject of any currently pending Tax audit with respect to Taxes the liability for which would be material to the businesses of the Company. As of the date of the Original Agreement, there are no pending written requests for waivers of the time to assess any such Taxes. Since the Statement Date, the Company has not waived any statute of limitations with respect to any such Taxes, or agreed to any extension of time with respect to an assessment or deficiency with respect to any such Taxes, which waiver or extension has not since expired. Except for Permitted Liens, there are no Liens for Taxes on any of the assets of the Company. Since the Statement Date, no claim has been made in writing by a Taxing Authority of a jurisdiction where the Company has not filed Tax Returns claiming that the Company is subject to taxation by that jurisdiction, the liability for which would be material to the Company. Since the Statement Date, the Company has not received any written notification of any investigation or proceeding currently pending or being conducted against the Company with respect to Taxes, or any proposed adjustment, deficiency or underpayment of material Taxes.

(c) The Company is not a party to, or bound by, any written material Tax allocation, indemnification or sharing agreement; provided, however, that any agreement entered into in the ordinary course of business, including, for example, any Tax gross-up provision in an employee secondment or relocation agreement, a credit arrangement or similar Tax provision in any agreement entered into with third Persons in the ordinary course of business, shall not be considered material.

(d) Notwithstanding anything to the contrary contained in this Agreement, Seller is not making, and shall not be construed to have made, any representation or

warranty as to (i) the amount or utilization of any Tax attribute of the Company or (ii) any position that the Purchaser or its Affiliates (including the Company) may take in a Tax period or portion thereof beginning after the Closing Date. Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties contained in this Section 3.11 constitute the sole representations and warranties made by Seller in this Agreement with respect to Tax matters.

Section 3.12 Employee Benefit Plans

(a) Section 3.12(a) of the Seller Disclosure Letter sets forth a complete and accurate list, as of the date of the Original Agreement, of each Employee Benefit Plan that would be expected to have a material impact on the Company involving payments by the Company in excess of US\$500,000, individually or in the aggregate, for any calendar year after the Closing. Seller has provided to Purchaser as of the date of the Original Agreement a true, correct and materially complete copy (in each case, if applicable) of: (i) each such Employee Benefit Plan and any amendment thereto, including the name list of the employees and Persons entitled to such Employee Benefit Plan, and the amount of the WDC RSUs granted to each applicable Company Employee as of the date of the Original Agreement; (ii) each funding document, including each trust, insurance, annuity or other funding Contract related thereto; and (iii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto.

(b) Except as would not have a Company Material Adverse Effect, each Employee Benefit Plan listed on Section 3.12(a) of the Seller Disclosure Letter has been established, administered, and operated in compliance with its terms and all applicable Laws.

(c) None of the Employee Benefit Plans listed on Section 3.12(a) of the Seller Disclosure Letter promises or provides post-employment medical or other welfare benefits to any Company Employee, except as required by applicable Law.

(d) Except as would not have a Company Material Adverse Effect, there are no pending or, to the Knowledge of Seller, threatened, Actions or disputes against or with respect to any Employee Benefit Plan listed on Section 3.12(a) of the Seller Disclosure Letter by any employee or beneficiary covered under any such Employee Benefit Plan or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits).

(e) None of the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby shall, either alone or in combination with another event or events: (i) entitle any Company Employee to severance pay, unemployment compensation, a change of control payment or any other payment or benefit from the Company or Purchaser under any Employee Benefit Plan or (ii) accelerate the time of payment or vesting, or increase the amount of compensation (including funding of compensation or benefits through

a trust or otherwise) due any Company Employee from the Company, Seller or any of Seller's Affiliates under any Employee Benefit Plan.

(f) Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties contained in this Section 3.12 constitute the sole representations and warranties made by Seller in this Agreement with respect to employee benefit matters.

Section 3.13 Labor Matters

(a) There are no (i) labor strikes, slowdowns or stoppages currently pending or, to the Knowledge of Seller, threatened, against or affecting the Company, nor have there been any such labor controversies within the past three (3) years; or (ii) pending or, to the Knowledge of Seller, threatened, representation claims, certification applications or petitions before any Governmental Authority or any organizing efforts or challenges concerning representation with respect to the employees of the Company. There are no collective bargaining agreements of the Company to which any Company Employee is subject.

(b) Except as set forth in Section 3.13(b) of the Seller Disclosure Letter, the Company is in material compliance with all obligations imposed on employers pursuant to applicable Laws of the PRC, including, but not limited to, applicable Laws of the PRC regarding social insurance, housing funds, overtime, retirement fund, labor pension, tax withholding and payments (including severance pay, wages, bonuses, awards and remunerations) required to be made on behalf of or for the account of current or former directors, officers, employees and consultants in the nature of social benefits, except where failure to be in compliance would not have a Company Material Adverse Effect.

(c) Except as set forth in Section 3.13(c) of the Seller Disclosure Letter, to the Knowledge of Seller, there are no pending disputes between the Company and any of its current or former directors, officers, employees and consultants.

(d) The Company Employees include all personnel necessary for the Company to carry out its primary manufacturing business in the ordinary course of business, consistent with past practice, including, without limitation, personnel necessary for product introductions currently contemplated by Seller and its Affiliates that will be subject to the Supply Agreement. As of the Closing, each Company Employee is engaged solely for the business of the Company, and is not related to other businesses of Seller or its Affiliates.

(e) Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties contained in this Section 3.13 constitute the sole representations and warranties made by Seller in this Agreement with respect to labor matters.

Section 3.14 Property and Assets

(a) Except as set forth in Section 3.14(a) of the Seller Disclosure Letter, the Company has good and valid title, validly granted land use rights or building

ownership rights, as applicable, or, with respect to leased real property, a valid leasehold interest in, all of the Company Real Property (as defined in Section 3.14(b)) and all tangible personal property and other assets reflected in the 2023 Balance Sheet (except for properties and assets sold or disposed of since the Statement Date in the ordinary course of business, consistent with past practice). All Company Real Property, other than the real properties leased by the Company, and all such properties and assets are free and clear of all Liens, except for Permitted Liens.

(b) Section 3.14(b) of the Seller Disclosure Letter sets forth a list of all real property or interests in real property owned, leased or subleased by the Company, as of the date of the Original Agreement (the "Company Real Property"), and the location of such premises. As of the date of the Original Agreement, Seller has made available to Purchaser true and complete copies of each Company Real Property Lease. Except as set forth in Section 3.14(b) of the Seller Disclosure Letter, neither Seller, Seller's Affiliates nor any third party is utilizing or occupying or has any right to occupy or utilize or holds any other interests in any of the Company Real Property.

(c) Except as set forth in Section 3.14(c) of the Seller Disclosure Letter, each Company Real Property Lease is a valid and binding obligation of the Company and, the other party thereto, enforceable in accordance with its terms, except as may be limited by the General Enforceability Exceptions. To the Knowledge of Seller, none of the Company nor any other party under any Company Real Property Lease is in material default under any Company Real Property Lease, and no event has occurred that, with notice or lapse of time or both, would constitute a material default under any Company Real Property Lease.

(d) Except as set forth in Section 3.14(d) of the Seller Disclosure Letter, the Company has obtained all certificates and permits, filings or approvals required from any Governmental Authority with respect to the construction, fire safety, use and occupancy of the Company Real Property, except where a failure to obtain any such certificate or permit or approval would not materially and adversely affect, or materially disrupt, the ordinary course operation of the businesses of the Company. Except as set forth in Section 3.14(d) of the Seller Disclosure Letter, the Company has not received any written notice of any: (i) material violations of fire safety or

construction related Laws; (ii) existing, pending or threatened claims, investigations or legal proceedings for the Company's failure to comply with the Laws related to fire safety, construction, occupation and operation of the Company Real Property.

(e) Except as set forth in Section 3.14(e) of the Seller Disclosure Letter, the Company Real Property and all plants, buildings and improvements located thereon conform in all material respects to all applicable building codes and zoning ordinances or other Laws, and the Company has not received any written notice of any: (i) material violations of building codes and/or zoning ordinances or other Laws affecting the Company Real Property; (ii) existing, pending or threatened-in-writing condemnation proceedings affecting the Company Real Property; or (iii) existing, pending or threatened-in-writing zoning, building code or other moratorium proceedings, or similar matters which would materially and adversely affect, or

materially disrupt, the Company's use of the Company Real Property or the ordinary course operation of the businesses of the Company.

(f) The Company has not violated any covenant, condition, restriction, easement, agreement or Order affecting any portion of the Company Real Property, except where any such violation, individually or in the aggregate, would not materially and adversely affect, or materially disrupt, the Company's use of the Company Real Property or the ordinary course operation of the businesses of the Company.

(g) Section 3.14(g) of the Seller Disclosure Letter sets forth a list of the material equipment and other movables leased by the Company, with a value exceeding US\$1,000,000 individually. Except as set forth in Section 3.14(g) of the Seller Disclosure Letter, the Company solely owns all material equipment and other movables necessary to conduct its business and operations as presently conducted, and has good and valid title to such equipment and movables without any Lien, other than Permitted Liens. With respect to leased equipment and movables, the Company is in compliance in all material respects with all applicable leases.

Section 3.15 Environmental Matters

Except as set forth in Section 3.15 of the Seller Disclosure Letter:

(a) the Company is in compliance with all applicable Environmental Laws (which compliance includes the possession by the Company of all Permits or governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof), except where failure to be in compliance would not have a Company Material Adverse Effect; and

(b) there are no Actions pending or, to the Knowledge of Seller, threatened, against the Company arising out of, based on, resulting from or relating to: (i) the release of, or exposure to, any Hazardous Materials; or (ii) any circumstances that form the basis of any violation of any Environmental Law, except for such Actions that would not have a Company Material Adverse Effect.

(c) Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties contained in this Section 3.15 constitute the sole representations and warranties made by Seller in this Agreement with respect to environmental matters.

Section 3.16 No Undisclosed Liabilities

Except as reflected in the 2023 Balance Sheet, the Company does not have any liabilities (absolute, accrued, contingent or otherwise) that would be required to be reflected in a balance sheet prepared in accordance with the Accounting Principles, other than any liabilities:

(a) incurred since the Statement Date in the ordinary course of business, consistent with past practice; and (b) incurred in connection with the transactions contemplated by this Agreement.

Section 3.17 Intellectual Property

(a) Section 3.17(a) of the Seller Disclosure Letter sets forth a true and complete list of patents and patent applications, registered copyrights, registered trademarks (including applications) and Internet domain names, in each case, owned by the Company as of the date of the Original Agreement. The Intellectual Property listed in Section 3.17(a) of the Seller Disclosure Letter has not been deemed by any Governmental Authority to be invalid or unenforceable and such has not been cancelled or abandoned.

(b) As of the date of the Original Agreement and as of the Closing Date:

(i) the Company owns or has a valid and enforceable license or otherwise possesses legally enforceable rights to use all Intellectual Property that is currently used in its business as currently conducted and that is material to the business of the Company;

(ii) to the Knowledge of Seller, (A) the conduct of the businesses of the Company as currently conducted does not infringe in any material respect any Intellectual Property of any third Person; and (B) the Company has not received any written notice since the Statement Date from any third Person alleging, and there are no pending Actions asserting, the infringement of any Intellectual Property by the Company; and

(iii) to the Knowledge of Seller, no third Person is infringing any Intellectual Property that is owned by the Company and that is material to the businesses of the Company.

(c) Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties contained in this Section 3.17 constitute the sole representations and warranties made by Seller in this Agreement with respect to Intellectual Property matters.

Section 3.18 Compliance with Laws and Orders

Except as set forth in Section 3.18 of the Seller Disclosure Letter, since the Statement Date, (i) the Company has been in compliance, in all material respects, with all Laws and Orders applicable to the businesses, properties or assets thereof; and (ii) the Company has not received from any Governmental Authority any written citation, fine or written notification that asserts that the Company

has violated or is not in compliance with any such Law or Order in any material manner, and to the Knowledge of Seller, no citation, fine or written notice is threatened.

Section 3.19 Company Contracts

(a) As of the date of the Original Agreement, except for the Original Agreement, this Agreement and the Ancillary Agreements, real property leases and Employee

Benefit Plans, Section 3.19(a) of the Seller Disclosure Letter lists each of the following Contracts, which the Company is a party to or bound by, in each case, as of the date of the Original Agreement:

(i) any Contract with any third Person that purchases goods or services from the Company for future consideration reasonably expected to be paid to the Company of US\$1,000,000 or more in any fiscal year;

(ii) any Contract for purchase, sale, lease or disposal of any real property;

(iii) any Contract for capital expenditures or the acquisition or construction of fixed assets involving future payments in excess of US\$1,000,000, in the aggregate;

(iv) any Contract for the purchase or lease of goods or services (including equipment, materials, software, hardware, supplies, merchandise, parts or other property, assets or services), other than supplier or vendor Contracts entered into in the ordinary course of business, requiring aggregate future payments in excess of US\$1,000,000 during any twenty (24)-month period following the date of the Original Agreement;

(v) any loan agreement, credit agreement, Contract, note, debenture, bond, indenture, mortgage, security agreement, pledge or other similar agreement under which any Indebtedness material to the Company is outstanding or may be incurred;

(vi) any Contract granting a first refusal, first offer or similar preferential right to purchase or acquire any of the capital stock, equity interests or assets of the Company;

(vii) any Contract that contains express covenants that materially restrict the Company from competing in any line of business or geographic area or with any third Person or including any provisions providing for exclusivity, and most favored nations, or any material Contract that contains change of control restrictions;

(viii) any Contract creating or relating to any partnership, joint venture or joint development agreement involving future payments or capital commitments;

(ix) any Contract, other than customer Contracts entered into in the ordinary course of business or warranties thereunder issued by the Company, containing a covenant or covenants of the Company to expressly indemnify or hold harmless another third Person unless such obligation to indemnify or hold harmless is less than US\$1,000,000, in the aggregate;

(x) any Contract relating to the disposition or acquisition by the Company, with obligations remaining to be performed or liabilities continuing after the date of the Original Agreement, of any business or any amount of material assets other than in the

ordinary course of business, including any "deferred" or other contingent payments or obligations;

(xi) any Contract relating to the acquisition by the Company of any operating business or the capital stock or equity interests of any Person (including Contracts under which the Company has an obligation to make an investment in or loan to any such Person); and

(xii) any Contract for licenses granted by or to the Company and material to the business of the Company, but excluding (A) licenses or services Contracts for commercially available software or services (including software as a service) available on standard terms, (B) licenses for open source software, (C) Contracts with current and former employees, contractors, and consultants of the Company, (D) non-exclusive licenses granted in the ordinary course of business, and (E) any Contract entered into by the Company in the ordinary course of business in which the only license to, or right to exploit, Intellectual Property granted in such Contract is incidental to the transaction contemplated in such Contract, the commercial purpose of which is something other than such license or right to exploit.

All Contracts of the type described in this Section 3.19(a) are hereinafter referred to as "Company Contracts."

(b) Seller has made available to Purchaser, in all material respects, copies of all Company Contracts as in effect on the date of day before the Original Agreement and: (i) each of the Company Contracts is in full force and effect and, assuming the due execution by the other parties thereto, is a legal, valid and binding agreement of the Company, as applicable, except to the extent any such Company Contract has expired or has been terminated in accordance with its terms, subject to General Enforceability Exceptions; and (ii) there is no default or breach by the Company or, to the Knowledge of Seller, by any other party thereto, in the timely performance of any obligation to be performed thereunder or any other material provision thereof, except any such breach or default that would not materially and adversely affect the business of the Company.

Section 3.20 Suppliers

(a) Section 3.20 of the Seller Disclosure Letter sets forth a complete and accurate list of the names of the twenty (20) suppliers to whom the Company paid the highest aggregate amounts for supplies, merchandise and other goods during the twelve-month period ended December 31, 2023 (the "Major Suppliers"). Since the Statement Date, to the Knowledge of Seller, there has been no significant adverse change in the business relationship of the Company, on the one hand, and any supplier named in Seller Disclosure Letter, on the other hand. None of the Company or its Affiliates has received any written communication from any supplier named in the Seller Disclosure Letter of any intention to terminate or materially reduce supplies to or its relationship with the Company.

(b) To the extent there are any written supply agreements (including purchase orders) between the Company and any of the Major Suppliers (the "Major Supply Amendment Effective Date".

Agreements"), such Major Supply Agreements are valid, effective and enforceable, except as may be limited by the General Enforceability Exceptions, and the Company is not in material breach of any such Major Supply Agreement, nor to the Knowledge of Seller, is any Major Supplier in material breach of any such Major Supply Agreement.

(c) Except as set forth Special Effective Date. A Special Effective Date may apply to any given provision if so specified in Section 3.20(c)Appendix A of the Seller Disclosure Letter, the execution and the performance of this Agreement and the Ancillary Agreements do not entitle any Major Suppliers to unilaterally terminate the Material Supply Agreement or entitle any Major Suppliers to revise the terms and conditions of Material Supply Agreements in a way substantially unfavorable to the Company.

Section 3.21 Permits

The Company is in possession of all Consents from any Governmental Authorities that are material to the businesses of the Company as currently conducted (collectively, the "Permits"). The Company is: (a) in compliance in all material respects with all such Permits, all of which are in full force and effect; (b) to the Knowledge of Seller, no event has occurred or circumstance exists that would reasonably be expected to: (i) constitute or result in a material violation of, or a failure to comply in any material respect with, any term or requirement thereof; or (ii) result in the revocation, withdrawal, suspension, cancellation or termination thereof; and (c) the Company has not received any written notice, and to the Knowledge of Seller, no notice is threatened, from any Governmental Authority regarding: (i) any actual, alleged, possible or potential violation or failure to comply in any material respect with any term or requirement thereof; or (ii) any revocation, withdrawal, suspension, cancellation or termination thereof.

Section 3.22 Insurance

Section 3.22 of the Seller Disclosure Letter sets forth, as of the date of Adoption Agreement. A Special Effective Date will control over the Original Agreement, all material insurance policies maintained by the Company covering the Company and its businesses. All such policies of insurance are in full force and effect in all material respects. The Company has not received any written notice of cancellation Effective Date or any other indication that any such policy of insurance Amendment Effective Date, whichever is no longer in full force or effect or that the issuer of any such policy of insurance is not willing or able to perform its obligations thereunder, and, to the Knowledge of Seller, no event has occurred that will result in the cancellation of coverage under any such policy of insurance. All premiums due on all such policies have been paid and the Company is not in default in any material respect with its obligations under such policies.

Section 3.23 Transactions with Affiliates

Section 3.23 of the Seller Disclosure Letter sets forth, as of the date of the Original Agreement, all Contracts between the Company, on the one hand, and Seller or any of its Affiliates, or any officer, director, employee, stockholder or immediate family member of the foregoing on the other hand, applicable, with respect to the business, operation or assets such provision of the Company or pursuant to which any such Affiliate or any officer, director, employee, stockholder or immediate family member of the foregoing has any interest in the property of the Company, excluding (a) any Employee Benefit Plan, (b) agreements explicitly contemplated to be entered into Plan.

pursuant 1.3. Amounts Not Subject to this Agreement, (c) agreements with respect to employment relationships and compensation in the ordinary course of business consistent with past practice, and (d) agreements with respect to transactions conducted on an arm's length basis in the ordinary course of business (collectively, "Affiliate Transactions"). Code Section 409A

Section 3.24 Data Protection

(a) The Company is in compliance with all applicable Laws regarding personal information, data protection or cyber security ("Data Protection Laws") in all material respects (which compliance includes the possession Except as otherwise indicated by the Company of all Permits or governmental authorizations required under applicable Data Protection Laws, and compliance with the terms and conditions thereof).

(b) The Company has not received any written notices, claims or any other communications from any Governmental Authority or other Person, that asserts the Company has violated or is not Plan Sponsor in compliance with any Data Protection Law, and to the Knowledge of Seller, no citation, fine or written notice is threatened.

(c) To the Knowledge of Seller, during the past three (3) years, the Company has not suffered any data leakage, cybersecurity incidents. The Company is not in material breach of its obligations related to data protection.

Section 3.25 Due Diligence Materials

The materials provided in the VDR are authentic copies of those materials.

Section 3.26 Solvency

At any time during the date 1.01 of the Original Adoption Agreement, amounts deferred before January 1, 2005 that are earned and the Closing Date, the Company shall (a) vested on December 31, 2004 will be Solvent, (b) have adequate capital with which to engage in its business as currently conducted consistent with past practices. The Company has neither been declared bankrupt nor found unable to pay any of its debts which are due. There are no pending or to the Knowledge of Seller, threatened, proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning the Company.

Section 3.27 Product Liability

To the Knowledge of Seller: (a) the Company has not in the past five (5) years manufactured or sold any product, which does not comply with applicable Laws in force at the time of the manufacturing or sale of the product, separately accounted for and (b) no material product liability or similar claims under any applicable Laws or any agreement executed by the Company exist with respect to products tested, assessed or produced by the Company prior to the Closing Date nor do any facts or circumstances exist as of the date of the Original Agreement that would reasonably be expected to give rise to such a claim after the date of the Original Agreement.

Section 3.28 Anti-Corruption Laws and Sanctions

(a) None of the Company, and to the Knowledge of Seller, agents or other Persons acting for or on behalf of the Company:

(i) is currently or has been in the past three (3) years, (A) a Sanctioned Person, or (B) engaging in any dealings or transactions in violation of applicable Sanctions Laws.

(ii) has at any time in the past three (3) years made or received any unlawful payment or given, offered, promised, or authorized or agreed to give or receive, any money or thing of value, directly or indirectly, to or from any individual acting for or on behalf of any such Governmental Authority (any such individual, a "Government Official") or any other Person in violation of any applicable Anti-Corruption Laws.

(iii) has in the past three (3) years directly or indirectly offered, in violation of applicable Law, made or promised to make any unlawful contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment or thing of value to any Government Official or other Person regardless of form, whether in money, property, or services, (i) to obtain favorable treatment or any other improper advantage in securing or retaining business, (ii) to pay for favorable treatment for business secured or retained, (iii) to obtain special concessions or for special concessions already obtained for or in respect of the Company or (iv) to unlawfully influence any act or decision of any Person in their official capacity or induce such Person to violate their lawful duties.

(b) As at the date of the Original Agreement, no Action is pending or, to the Knowledge of Seller, has been threatened by or before any Governmental Authority in relation to the Company in the past three (3) years, with respect to any applicable Anti-Corruption Laws and/or Laws on anti-money laundering and terror financing, or Sanctions Laws.

Section 3.29 Brokers

No broker, finder or similar agent has been employed by, or on behalf of, Seller, and no Person with which Seller has had any dealings or communications, is entitled to any brokerage commission or finder's fee in connection with this Agreement or the transactions contemplated hereby.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants to Seller as follows:

Section 4.1 Organization and Qualification

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the PRC.

(b) Purchaser is duly qualified to do business and is in good standing (to the extent the applicable jurisdiction recognizes such concept) under the Laws of each jurisdiction in which the conduct of its business, or the character of the properties owned or leased by it, requires it to be so qualified, except where the failure to be so qualified or to be in good standing would not have a Purchaser Material Adverse Effect.

Section 4.2 Authorization; Enforceability

Purchaser has the requisite corporate or other similar power and authority to execute and deliver this Agreement and all agreements and documents contemplated hereby to be executed and delivered by it, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and such other agreements and documents and the consummation of the transactions contemplated herein and therein have been duly and validly authorized by all requisite corporate or other similar action on the part of Purchaser. This Agreement has been, and all agreements and documents contemplated hereby to be executed and delivered by it shall be, duly and validly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery by the parties hereto and thereto, shall, upon such execution and delivery hereof and thereof, be the legal, valid and binding obligations of Purchaser hereunder and thereunder, as applicable, enforceable against Purchaser in accordance with its terms, except as limited by the General Enforceability Exceptions.

Section 4.3 Consents and Approvals; No Violations

(a) Neither the execution and delivery of this Agreement by Purchaser, nor the other agreements and documents contemplated hereby to be executed and delivered by Purchaser, nor the consummation by Purchaser of the transactions contemplated herein or therein, nor compliance by Purchaser with any of the provisions hereof or thereof, shall: (i) conflict with or result in a breach of any provisions of the Organizational Documents of Purchaser; or (ii) constitute or result in the breach of any term, condition or provision of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration with respect to, or result in the creation or imposition of a Lien upon any property or assets of Purchaser, excluding any Lien created in connection with the Letter of Guarantee, violate any

Law or Order applicable to Purchaser or any of its properties or assets, except as would not result in a Purchaser Material Adverse Effect.

(b) No Consent by any Governmental Authority is required to be obtained by Purchaser for the consummation by Purchaser of the transactions contemplated by this Agreement that if not obtained would have a Purchaser Material Adverse Effect, except in connection, or in compliance, with the PRC Antitrust Clearance and the other approvals from any Governmental Authorities required under Section 5.3.

Section 4.4 Litigation

(a) There is no Action pending or, to the Knowledge of Purchaser, threatened, against Purchaser or any of its Affiliates by or before any Governmental Authority that, if determined in a manner adverse to Purchaser or any of its Affiliates, would have a Purchaser Material Adverse Effect.

(b) There is no outstanding Order binding on or, to the Knowledge of Purchaser, threatened, against Purchaser or any of its Affiliates that would have a Purchaser Material Adverse Effect.

Section 4.5 Solvency

Assuming (a) the representations and warranties set forth in Article III are true and correct, (b) compliance in all material respects by Seller with its obligations hereunder, (c) the satisfaction of the conditions to Purchaser's obligations to consummate the transactions contemplated by this Agreement set forth in Section 6.4 and Section 6.5 and (d) immediately prior to the Closing, the Company is Solvent, then immediately after giving effect to all of the transactions contemplated by this Agreement, Purchaser and its Subsidiaries shall be Solvent.

Section 4.6 Independent Investigation; No Reliance.

In connection with its investment decision, Purchaser expressly acknowledges that it and its Representatives have inspected the business, operations, technology, assets, liabilities, results of operations, financial condition and prospects of the Company and have conducted such independent review, investigation and analysis (financial and otherwise) of the Company as desired by Purchaser. Purchaser hereby expressly acknowledges that Seller has provided Purchaser with access to the personnel, properties, premises and books and records of the Company for this purpose. Purchaser hereby expressly acknowledges that its purchase of the Purchased Interest and the consummation of the transactions contemplated hereby are not done in reliance upon any representation or warranty or omission by, or information from, Seller or any of its Affiliates or Representatives, whether oral or written, express or implied, including any implied warranty of merchantability or of fitness for a particular purpose, except for the representations and warranties specifically and expressly set forth in Article III (as modified by the Seller Disclosure Letter), and Purchaser hereby expressly acknowledges that Seller expressly disclaims any other representations and warranties. Such purchase and consummation are instead done entirely on the basis of Purchaser's own investigation, analysis, judgment and

assessment of the present and potential value and earning power of the Company, as well as those representations and warranties by Seller, as specifically and expressly set forth in Article III (as modified by the Seller Disclosure Letter). Purchaser expressly acknowledges that neither Seller nor any of its Affiliates has made any representation or warranty to Purchaser regarding the probable success or profitability of the Company or its business. Purchaser further expressly acknowledges that neither Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company, its businesses or the transactions contemplated by this Agreement, except for the

information set forth in Article III (as modified by the Seller Disclosure Letter), and neither Seller nor any of its Affiliates nor any other Person shall have or be subject to any liability to, Purchaser, its Affiliates, their respective Subsidiaries, shareholders, Controlling persons or Representatives or any other Person resulting from the distribution to Purchaser or its Representatives or Purchaser's use of any such information, including the any confidential information memoranda or management presentations distributed by, or on behalf of, the Company relating to its businesses, any such information contained in the VDR or any other data room (including any electronic or "virtual" data room), or any information contained in any publication, document or other form provided or made available, or any omission thereof or therein, to Purchaser or any of its Representatives in connection with the purchase and sale of the Purchased Interest and the transactions contemplated hereby.

Section 4.7 Available Funds

Purchaser has, and will have at the Closing, cash on hand necessary to consummate the transactions contemplated by this Agreement, including (a) making payment of the Purchase Price to Seller when due and (b) paying all related fees and expenses arising from the transactions contemplated by this Agreement.

Section 4.8 Letter of Guarantee

As of the AMR Submission Date and during the period from the AMR Submission Date through the Closing, the Letter of Guarantee shall have been and remained duly issued by the Purchaser Guarantor in favor of Seller, shall be and remain in full force and effect, shall constitute the legal, valid and binding obligation of the Purchaser Guarantor, enforceable in accordance with its terms, and shall not have been amended, withdrawn or rescinded in any respect. As of the AMR Submission Date and during the period from the AMR Submission Date through the Closing, no event shall have occurred which, with or without notice, lapse of time or both, would constitute a default on the part of the Purchaser Guarantor under the Letter of Guarantee. Purchaser has not received any written notice of cancellation or any other indication that the Letter of Guarantee is no longer in full force or effect or that the Purchaser Guarantor is not willing or able to perform its obligations thereunder, and, no event has occurred that will result in the cancellation or termination of the Letter of Guarantee.

Section 4.9 Brokers

No broker, finder or similar agent has been employed by, or on behalf of, Purchaser, and no Person with which Purchaser has had any dealings or communications is entitled to any brokerage commission or finder's fee in connection with this Agreement or the transactions contemplated hereby.

ARTICLE V **COVENANTS**

Section 5.1 Conduct of Business Prior to the Closing

(a) Except: (w) for the matters set forth in Section 5.1(a) and Section 5.1(b) of the Seller Disclosure Letter; (x) as required by the terms of any Contract set forth in the Seller Disclosure Letter or contained in the VDR or under applicable Law; (y) as otherwise contemplated by this Agreement; or (z) with the prior written consent of Purchaser (which consent shall not be

unreasonably withheld, delayed or conditioned), during the Interim Period, Seller shall and shall cause the Company to:

(i) conduct the businesses of the Company in the ordinary course of business and in accordance with past practice in all material respects;

(ii) maintain the premises, facilities and assets owned, operated or used by the Company in substantially the same state of repair, order and conditions as they are on date of the Original Agreement, reasonable wear and tear excepted;

(iii) maintain sufficient Cash as required for the business operation of the Company; and

(iv) use commercially reasonable efforts to maintain its relationship with its employees (other than the Excluded Employees) and suppliers in the ordinary course of business in accordance with past practice.

(b) Without limiting the provisions of the foregoing clause (a), except (w) for the matters set forth in Section 5.1(a) and Section 5.1(b) of the Seller Disclosure Letter, (x) as required by the terms of any Contract in existence as of the date of the Original Agreement or under applicable Law, (y) as otherwise contemplated by this Agreement, or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), during the Interim Period, the Company shall not, and Seller shall cause the Company not to, other than in the ordinary course of business:

(i) change or amend the Organizational Documents of the Company;

(ii) increase or reduce registered capital, or allot or issue any securities or loan capital convertible into equity interest of the Company, purchase, redeem, dispose of, retire or acquire any such securities, or agree to do so, or sell or give any option, right to purchase or create any Lien over any such securities;

(iii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or

authorize or undertake a dissolution, consolidation, recapitalization, merger, liquidation, or other reorganization or restructuring of the corporate structure of the Company;

(iv) establish, enter into, adopt, amend, renew, extend, or terminate any Employee Benefit Plan or any plan, program, policy, agreement, or arrangement that would be an Employee Benefit Plan except (1) as required by Section 5.6(b) below, (2) in the ordinary course of business, (3) consistent with past practice, (4) as required pursuant to any plan, program or agreement existing on the date of the Original Agreement and as disclosed in the Seller Disclosure Letter or applicable PRC Laws or (5) as otherwise permitted pursuant to this Section 5.1(b)(iv); grant or announce to grant to any director, officer, employee or staff of the Company any increase in compensation and/or bonus of over 5%;

(v) make any change in financial accounting methods, principles or practices, except as required by a change in the Accounting Principles, the auditors of the Company or applicable Law;

(vi) form any Subsidiary or directly or indirectly acquire or agree to acquire or invest in any transaction (by merger, consolidation, stock or asset purchase, investment, or otherwise) any equity interest in or business of any firm, corporation, partnership, company, limited liability company, trust, joint venture, association or other entity or division thereof, or enter into any agreement, arrangement or understanding with respect to any such acquisition or investment, including any confidentiality, exclusivity, standstill or similar agreements;

(vii) (A) other than purchases and sales of products, inventory and supplies in the ordinary course of business, consistent with past practice, acquire or agree to acquire, sell, lease, license, assign, exchange, pledge, mortgage, encumber, abandon or otherwise transfer or dispose of any tangible or intangible assets (other than real property) in excess of US\$1,000,000, in the aggregate (including by merger, consolidation, acquisition of stock or assets), except for (x) sales, dispositions or transfers of products, inventory or obsolete or worn-out equipment in the ordinary course of business consistent with past practice and (y) the sales, dispositions or transfers to an Affiliate of Seller of those certain assets as set forth in Section 5.1(b)(vii) of the Seller Disclosure Letter (collectively, the "Excluded Assets"); or (B) sell, lease, mortgage, pledge, encumber, abandon, sell and leaseback or otherwise transfer or dispose of any real properties of Company or any material rights or interests therein;

(viii) other than (A) purchases and sales of products, inventory and supplies in the ordinary course of business, consistent with past practice, (B) transactions contemplated under this Agreement and the Ancillary Agreements and (C) the sales, dispositions or transfers to an Affiliate of Seller of the Excluded Assets, enter into any new Affiliate Transaction or substantially revise the conditions of any Affiliate Transaction;

(ix) change any material Tax election, change an annual Tax accounting period, adopt or change any material method of accounting for Tax purposes, file any material amended Tax Return, enter into any material closing agreement for Tax purposes, settle or compromise any material Tax liability, surrender any right to claim a material refund of

Taxes, or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company if such action could reasonably be expected to materially increase taxes in any Taxable period beginning on or after the Closing Date;

(x) except in the ordinary course of business, consistent with past practice, grant or acquire, agree to grant to or acquire from any Person, or dispose of or permit to lapse any rights to any Intellectual Property material to the Company (to the extent currently used in the business);

(xi) create, assume, incur, or guarantee any Indebtedness, except for:
(A) Indebtedness incurred in the ordinary course of business, consistent with past practice; and

(B) Indebtedness incurred under letters of credit entered into in the ordinary course of business, consistent with past practice, and accelerate the repayment of any existing Indebtedness;

(xii) settle, compromise, discharge, waive, release, assign or agree to settle or enter into any waiver, release, assignment, compromise or settlement of any pending or threatened litigation, investigation, arbitration or proceeding other than those that do not involve the payment by the Company of monetary damages in excess of US\$100,000 in any individual instance, or US\$300,000 in the aggregate;

(xiii) cancel, surrender, allow to expire or fail to renew, any Permits material to the Company;

(xiv) conduct any "mass layoff," as defined in the applicable PRC Laws, but excluding any proposed termination, transition or transfer of certain Company employees according to such name list as shall be agreed between the Parties in writing after the date of the Original Agreement (collectively, the "Excluded Employees"); or

(xv) agree to take any of the foregoing actions.

Section 5.2 Access to Information; Confidentiality

(a) During the Interim Period, and subject to compliance with applicable Law and this Section 5.2(a), Seller shall give Purchaser and its Representatives reasonable access during regular business hours to the properties, books and records of the Company at the request of Purchaser, with reasonable prior notice to Seller, in connection with the transactions contemplated hereby; provided, however, that Purchaser and its Representatives shall conduct any such activities in such a manner as not to unreasonably interfere with the business or operations of Seller and the Company. All contacts with any employee of the Company must be requested in writing by Purchaser and must first be approved by and coordinated through the executive officers of Seller (or their designee(s)), which approval shall not be unreasonably withheld or delayed. In no event shall Seller be obligated to provide: (i) such access or information if Seller determines, in its reasonable judgment, that doing so may: (A) violate applicable Law, an Order, a Contract or any other obligation of confidentiality or any other obligation owing to a third Person (including those relating to sensitive and personal

information); or (B) jeopardize the protection of the attorney-client privilege or any other privilege or immunity; or (ii) any portion of any Tax Return (or supporting work papers or documents related thereto) of, or with respect to, Seller or any of its Affiliates (other than any Tax Return solely and directly related to the Company). In addition, during the Interim Period, Seller may designate any competitively sensitive information provided to Purchaser or its Representatives pursuant to this Agreement as "outside counsel only" and such information shall be given only to the outside counsel of Purchaser and may not be shared, conveyed, summarized or otherwise disclosed in any manner with Purchaser or any of its Subsidiaries or any of their respective Representatives (other than such outside counsel), except as may be expressly agreed in writing by Seller in advance.

(b) Without limiting the generality of that certain Non-Disclosure Agreement, dated as of May 8, 2020, by and between Western Digital Technologies, Inc. and STATS ChipPAC Semiconductor (Jiangyin) Co., Ltd. (星科金朋半导体 (江阴) 有限公司), as may be amended, extended or modified from time to time, each Party shall, and shall cause their respective Affiliates to, and shall instruct their respective Representatives to, hold in confidence any and all confidential, proprietary and non-public information and materials, whether in written, verbal, graphic or other form, concerning each other Party, any of their respective Affiliates, the transactions contemplated herein, or any discussion, negotiation or correspondence by any Party or their Affiliates on, prior to or after the date hereof for, relating to or in connection with the transactions contemplated herein (collectively, "Confidential Information"), except as necessary to perform any of the Party's obligations under this Agreement or under the Ancillary Documents and except that no Party shall have any obligation hereunder with respect to any Confidential Information that: (i) after the date hereof becomes generally available to the public other than through a breach by the applicable Party, any of its Affiliates or Representatives of their respective obligations hereunder; (ii) is provided to the Party or any of its Affiliates by a third party that was not known to the receiving Party to be bound by any duty of confidentiality to the other Party, (iii) is disclosed as a result of requirement by applicable Law (including stock exchange rules) or by any Governmental Authority or under any subpoena, civil investigative demand or other similar process by a court of competent jurisdiction having jurisdiction over such Party; provided, however, that, to the extent legally permissible, the disclosing Party shall give advance written notice of such compelled disclosure to the other Party, and shall cooperate with such other Party in connection with any efforts to prevent or limit the scope of such disclosure; and provided further, that such disclosing Party shall disclose only that portion of such Confidential Information which such disclosing Party is advised by its counsel is legally required to be disclosed; or (iv) is provided by Seller to certain suppliers, as reasonably agreed by Seller and Purchaser, to facilitate the arrangement of material procurement services for the Company. Notwithstanding the foregoing, a Party may disclose Confidential Information without notice to or consent of the other Party in connection with the enforcement of

this Agreement and/or the Ancillary Agreements or the defense of any Action brought by the other Party, any of its Affiliates or any of its Representatives.

Section 5.3 Regulatory Filings; Reasonable Best Efforts

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the Parties shall (and to the extent applicable, shall cause their respective Affiliates and equityholders to) take, or cause to be taken, all actions, to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as practicable but, in any event, no later than the Longstop Date (as defined below), the transactions contemplated hereby administered in accordance with the terms of this Agreement, including, without limitation: (i) the obtaining of all necessary Consents under any applicable Laws required to give Plan as in effect to the terms of this Agreement and consummate the transactions contemplated hereunder; (ii) the taking of all steps as may be necessary to avoid an Action by any Governmental Authority in respect of this Agreement and the consummation of the transactions contemplated hereunder; (iii) the obtaining of all necessary Consents from third parties required to consummate the transactions contemplated hereunder; and (iv) the execution and delivery

of any additional instruments necessary to consummate the transactions contemplated hereunder in accordance with the terms of this Agreement and to fully carry out the purposes of this Agreement. Unless otherwise expressly agreed herein, neither Seller nor any of its Affiliates shall be obligated to grant any consideration, or pay any fee or other similar payment, to any third Person from whom Consent is required or requested from or by such third Person in connection with the consummation of the transactions contemplated under this Agreement in order to obtain any such Consent. For the avoidance of doubt, Purchaser shall agree or commit to any and all divestitures, licenses, behavioral remedies, hold separate or similar arrangements, or other remedies, restrictions, limitations or commitments, in each case as a condition to obtaining the PRC Antitrust Clearance in order to consummate and make effective, as promptly as practicable and in any event by the Longstop Date, the transactions contemplated hereby, so long as such remedies, restrictions, limitations or commitments required to be taken by Purchaser shall not materially and adversely impact the economic or business benefits to Purchaser of the transactions contemplated by this Agreement. In addition, upon the terms and subject to the conditions herein provided and subject to the Parties' (and to the extent applicable, their respective Affiliates') obligations under applicable Law, none of the Parties hereto shall (and such Parties shall cause, to the extent applicable, their respective Affiliates not to) knowingly take, or cause to be taken, any action that would reasonably be expected to materially delay or prevent the satisfaction by the Longstop Date of the conditions set forth in Section 6.4 on December 31, 2004.

(b) To the extent the PRC Antitrust Clearance has not been obtained as of the date hereof pursuant to the terms of the Original Agreement, Purchaser (as the filing obligor for the PRC Antitrust Clearance) undertakes and agrees (and to the extent applicable, shall cause its Affiliates and equity holders to undertake and agree) to prepare and file a set of appropriate filing materials pursuant to the PRC Anti-Monopoly Law with respect to the transactions contemplated by this Agreement as soon as reasonably practicable following the date of this Agreement and to supply as promptly as practicable any additional information and

documentary material that may be requested pursuant to the PRC Anti-Monopoly Law. Purchaser shall have the responsibility for all costs and expenses associated with filings pursuant to the PRC Anti-Monopoly Law, if applicable. Seller shall exercise its best efforts to assist Purchaser in obtaining the PRC Antitrust Clearance.

(c) Each of Purchaser and Seller shall and, to the extent applicable, shall cause their respective Affiliates and equityholders to: (i) respond as promptly as practicable to any inquiries and requests received from SAMR or any other Governmental Authority, as applicable, in connection with the filing in respect of the PRC Antitrust Clearance; and (ii) not extend or cause to be extended any waiting period under the applicable Law or enter into any agreement with SAMR or any other Governmental Authority not to consummate the transactions contemplated by this Agreement, except, in each case, with the prior written consent of the other Party.

(d) In addition and subject to applicable Law, each of Purchaser, on the one hand, and Seller, on the other hand, shall and, to the extent applicable, shall cause their respective Affiliates and equityholders to: (i) promptly notify the other Party of any communication from SAMR or any other Governmental Authority (except with respect to Taxes), as applicable, concerning this Agreement or the transactions contemplated hereby and permit the other Party to review in advance

any proposed communication to any of the foregoing; (ii) consult with the other Party prior to participating in any meeting (in-person or virtual), telephonic or video call or discussion with SAMR or any Governmental Authority with respect to any filing, investigation or inquiry concerning this Agreement or the transactions contemplated hereby (except with respect to Taxes), as applicable, and provide the other Party the opportunity to attend and participate in any such meeting (in-person or virtual), telephonic or video call or discussion; (iii) furnish the other Party with copies of all correspondence, filings and written communications (or a reasonably detailed summary of any oral communications) between it and its Representatives, on the one hand, and SAMR or any Governmental Authority, on the other hand, as applicable, with respect to this Agreement or the transactions contemplated hereby (except with respect to Taxes); and (iv) provide a reasonable opportunity to the other Party to review and comment in advance on any filings, letters, presentations, whitepapers and other substantive communications with SAMR or the Governmental Authority in connection with this Agreement or the transactions contemplated hereby and consider, in good faith, any comments on such correspondences, filings and written communications.

(e) As promptly as practicable after the date hereof and in any event prior to the AMR Submission Date, each of Purchaser and Seller shall furnish or cause to be furnished to the Company (for purposes of securing the AMR Approval) and Purchaser (for purposes of securing the SAFE Registration Voucher) all executed application forms and all supporting documents and such other documents as the relevant Governmental Authority may require for obtaining AMR Approval and the SAFE Registration Voucher.

(f) Prior to the AMR Submission Date, (i) the Company (in the presence of Purchaser's Representative (to the extent permitted by SAMR and/or the Company Capital Account Bank), either in person or virtually, shall submit to SAMR and the Company

Capital Account Bank for pre-review of the Registration ETA and the relevant application documents (the "Application Documents") required to apply for the AMR Approval and the SAFE Registration Voucher, respectively, and (ii) to the extent the Application Documents are amended consistent with this Section 5.3(f), the Company shall further consult with SAMR and the Company Capital Account Bank to confirm that such amendments are sufficient to satisfy the requirements of SAMR and/or the Company Capital Account Bank. If the relevant Governmental Authority and/or the Company Capital Account Bank requires any amendment (including, for purpose of this Section 5.3(f), any supplement) to the Registration ETA and the Application Documents and if, in the reasonable view of Purchaser or Seller, such amendment is materially inconsistent with, or represents substantive terms in addition to, the terms of this Agreement or the Ancillary Agreements, then the Parties shall immediately consult in good faith with each other to determine whether to make the requested amendment (for the avoidance of doubt, neither Party shall be obligated to agree to such amendment). If the Parties agree to make the requested amendment, the Parties shall, as soon as possible, take such steps as are reasonable to amend this Agreement, the Ancillary Agreements and any other documents necessary to give effect to the requested amendment. Otherwise, if the relevant Governmental Authority and/or the Company Capital Account Bank requires any amendment to the Registration ETA and the Application Documents and if, in the reasonable view of Purchaser and Seller, such amendment is not materially inconsistent with, nor represents substantive terms in addition to, the terms of this Agreement or the Ancillary Agreements, then the Parties shall, as soon as possible, take

such steps as are reasonable in order to amend the Registration ETA and/or the Application Documents to incorporate the requested amendment.

(g) Subject to Purchaser's compliance with Section 2.10(a) and Section 5.3(e), within three (3) Business Days following the satisfaction or waiver of the conditions set forth in Section 6.4, Section 6.5 and Section 6.6, Seller shall cause the Company to, and the Parties shall, exercise their respective best efforts to, submit to the competent SAMR no later than September 19, 2024, Beijing time all executed application forms and all supporting documents and such other documents as the relevant Governmental Authority may require for the purpose of obtaining the AMR Approval.

(h) Within one (1) Business Day after the AMR Approval is obtained, the Parties shall cause the Company to, as soon as practicable, submit to the Company Capital Account Bank all executed application forms and all supporting documents and such other documents as the relevant Governmental Authority may require for the purpose of obtaining the SAFE Registration Voucher.

(i) As promptly as practicable after the PRC Antitrust Clearance has been obtained, but in any event no later than five (5) Business Days after the AMR Approval is obtained, Purchaser shall make the tax filing with competent Taxing Authority for overseas payment for trade in services and other items (服务贸易等项目对外支付税务备案表) and, within five (5) Business Days after receipt of such form, provide Seller with a copy of the Tax filing form for overseas payment for trade in services and other items (服务贸易等项目对外支付税务备案表) affixed with the relevant Taxing Authority's seal (or any equivalent document),

including but not limited to an electronic copy of the Tax Return and settlement certificate generated by the online Tax filing system).

(j) The Parties shall use their best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective the transaction contemplated in this Section, including, without limitation, (i) employing such resources as are necessary or desirable to obtain the AMR Approval and the SAFE Registration Voucher and cause the Purchase Price to be converted into US\$ by a third-party financial institution or Person and paid to the Seller's Account, and (ii) taking any and all steps necessary or desirable to avoid or eliminate each and every impediment under applicable Laws that may be asserted by any Governmental Authority so as to enable the Parties to expeditiously consummate the transactions contemplated by this Agreement.

Section 5.4 Closing Conditions

During the Interim Period, each Party hereto shall, and Seller shall cause the Company to, use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VI hereof, including, without limitation, negotiating the Ancillary Agreements in good faith to the extent the form thereof has not been agreed as of the date hereof.

Section 5.5 No Amendment to Letter of Guarantee

Purchaser shall (a) maintain in full force and effect the Letter of Guarantee and (b) satisfy, or cause to be satisfied, on a timely basis all conditions to the funding under the Letter of Guarantee. Without limiting the generality of the foregoing, without the prior written consent of Seller, Purchaser shall not, and shall cause its Affiliates not to, (i) amend, modify, withdraw, waive or terminate the Letter of Guarantee, or (ii) enter into or modify any other Contract relating to the transactions contemplated hereby in a manner that (y) would be inconsistent with the terms of this Agreement and any other agreements relating to the transactions contemplated hereby, or (z) would or would reasonably be expected to prevent or impede, interfere with, hinder or delay (A) the consummation by Purchaser of the transactions contemplated hereby or (B) the compliance by Purchaser of its obligations under this Agreement. Purchaser will, and will cause each of its Affiliates to, deliver to Seller within one (1) Business Day upon receipt, any notification received by Purchaser from the Purchaser Guarantor regarding adjustment to guarantee amount, termination, withdrawal or other material amendments to the Letter of Guarantee.

Section 5.6 Employee Benefits

(a) For the five (5)-year period following the Closing, the Parties shall endeavor in good faith to cause the Company to provide each employee of the Company as of the Closing Date (collectively, the "Company Employees") with: (i) base salary and target bonus opportunities that are substantially similar to or better than each such Company Employee's base salary and target bonus opportunities prior to the Closing; and (ii) all other compensation and

benefits that are, in the aggregate, with respect to each Company Employee, substantially similar to or better than the compensation and benefits provided to such Company Employee under the Employee Benefit Plans immediately prior to the Closing, in each case subject to the satisfaction of the Company's financial target as agreed between Purchaser and Seller, and the performance review of each such Company Employee in normal course in accordance with the written policies of the Company.

(b) The WDC RSUs (as defined below) held by the Company Employees shall be treated as follows:

(i) At or immediately prior to the Closing, each award of Western Digital Corporation restricted stock units (each such unit, a "WDC RSU" and collectively, the "WDC RSUs") held by a Company Employee that is then outstanding and unvested shall automatically be canceled in accordance with the terms and conditions of such WDC RSUs.

(ii) The Parties acknowledge that the Company Employees who hold any WDC RSUs that are outstanding and vested (but not theretofore settled) as of the Closing (the "Vested WDC RSUs") shall be entitled to settlement thereof in accordance with their terms.

(iii) As to any WDC RSU that is outstanding and not vested as of the Closing (an "Unvested WDC RSU"), the Company shall issue new cash-settled awards to the Company Employee (excluding Excluded Employees) (collectively, the "Replacement Cash Awards")

pursuant to a post-Closing cash bonus plan mutually acceptable to Seller and Purchaser (the "Post-Closing Bonus Plan") to replace such canceled Unvested WDC RSUs. The Replacement Cash Awards issuable to the relevant Company Employees shall (x) have the equivalent cash value of the Unvested WDC RSUs (as determined in accordance with the Post-Closing Bonus Plan), (y) be subject to the same vesting terms and conditions (whether time or performance based) that applied to the Unvested WDC RSUs immediately prior to the Closing Date (provided that there is no substantial change to the terms and conditions of the Unvested WDC RSU after execution of this Agreement unless otherwise agreed to by the Parties in writing), and (z) be payable by the Company to the Company Employee only if and to the extent such vesting conditions are fully satisfied. For avoidance of doubt, the Replacement Cash Awards issuable to Company Employees shall constitute Company Transaction Expenses.

(c) From and after the Closing, the Parties shall, or shall cause the Company to, honor all obligations to any Labor Organization and, notwithstanding anything in this Agreement to the contrary, the terms and conditions of employment upon and after the Closing for all employees of the Company represented by a Labor Organization shall be governed by any such obligations.

(d) Notwithstanding anything to the contrary in this Agreement, the Company, in its sole discretion, is permitted to: (i) prior to the Closing, pay out bonuses for any completed fiscal year to its employees in the ordinary course of business; and (ii) prior to the Closing, pay to each eligible Excluded Employee a pro rata bonus in respect of its then current

fiscal year through the Closing based on its determination, in good faith, of the amounts earned, based on actual performance through the Closing.

(e) Nothing contained herein, expressed or implied, is intended to confer upon any Company Employee or any other Person any benefits under any benefit plans, programs, policies or other arrangements, and the provisions of this Section 5.6(e) are solely for the benefit of the Parties to this Agreement. No provision of this Agreement shall guarantee any future employment of any Company Employee.

Section 5.7 Public Announcements

No Party shall make, or cause to be made, any press release or public announcement in respect of the negotiations of the Parties or the subject matter or provisions of this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned) unless otherwise required by Law or applicable stock exchange regulation (based upon the reasonable advice of counsel), and the Parties shall cooperate as to the timing and contents of any such press release, public announcement or communication.

Section 5.8 Further Assurances

At and after the Closing Date, each of Purchaser and Seller shall use its best efforts from time to time to execute and deliver at the reasonable request of the other Party or at the request of any Governmental Authority such additional documents and instruments, and to take, or refrain from

taking, such other actions, as may be reasonably required to give effect to this Agreement and the transactions contemplated hereby, which shall include, without limitation, any documents, instruments or actions reasonably required to cause the Purchase Price to be converted into U.S. Dollar and paid to the Seller's Account.

Section 5.9 Notification of Certain Matters

(a) During the Interim Period, Seller shall give prompt notice to Purchaser in writing if:

(i) (A) Seller becomes aware of any representation or warranty contained in this Agreement becoming untrue or inaccurate such that the conditions set forth in either Section 6.5(a) or Section 6.6(a) would not be satisfied or (B) any failure of Seller or the

Company to comply with any covenant or agreement to be complied with by it under this Agreement such that the conditions set forth in Section 6.5(b) would not be satisfied; or

(ii) Seller becomes aware of the occurrence or existence of any event, development or change that has had, or would have a Company Material Adverse Effect.

(b) During the Interim Period, Purchaser shall give prompt notice to Seller in writing if:

(i) (A) Purchaser becomes aware of any representation or warranty contained in this Agreement becoming untrue or inaccurate such that the conditions set forth in Section 6.5(a) or Section 6.6(a) would not be satisfied or (B) any failure of Purchaser to comply with any covenant or agreement to be complied with by it under this Agreement such that the conditions set forth in Section 6.6(b) would not be satisfied; or

(ii) Purchaser becomes aware of the occurrence or existence of any event, development or change that has had, or would have, a Purchaser Material Adverse Effect.

Section 5.10 Taxes

(a) Straddle Period. Taxes of the Company relating to any Taxable period beginning on or before, and ending after the Closing Date (a "Straddle Period"), shall, for purposes of this Agreement, be allocated to the portion of any Tax that is allocable to the Taxable period that is deemed to end on the Closing Date as follows: (i) in the case of property Taxes and other Taxes similarly imposed on a periodic basis, deemed to be the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days of such Straddle Period up to and including the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period, and (ii) in the case of all other Taxes (including income and similar Taxes), determined as though the Taxable year of the Company terminated on (and included) the Closing Date; provided that (A) any Taxes that are the result of or that are attributable to any transactions or actions that occur on the Closing Date but falls outside the ordinary course of business after the Closing shall not be allocated to the Taxable period that is deemed to end on the

Closing Date; (B) exemptions, allowances or deductions generated by Transaction Expenses shall be treated as allocable to a Taxable period (or portion thereof) ending on or before the Closing Date.

(b) **Tax Cooperation.** Purchaser and Seller shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, examination, litigation or other proceeding with respect to Taxes. Each of Purchaser and Seller agrees to furnish or cause to be furnished to Purchaser or Seller, as applicable, upon request, as promptly as practicable, such information and assistance relating to the Company as is reasonably necessary for the filing of any Tax Return (including the furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account, powers of attorney and other materials reasonably necessary or helpful for the preparation of such Tax Returns), for the preparation for any audit, and for the

prosecution or defense of any Tax Claim relating to any proposed adjustment. Each of Purchaser, Seller and the Company shall retain all books and records with respect to Taxes of the Company for a period of at least seven (7) years following the Closing Date.

(c) **Tax Returns.** The Company shall, and the Parties shall procure the Company to, prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for any taxable year or period that begins on or before the Closing Date that are due (including extensions) after the Closing Date. The Company shall, and the Parties shall procure the Company to, (A) submit such Tax Returns to Seller for review and comment at least thirty (30) days prior to their filing (provided, that if any such Tax Return is due less than sixty (60) days following the end of the taxable period to which such Tax Return relates, such Tax Return shall be submitted to Seller for its review and comment as many days prior to their due date as is reasonably practicable) and (B) make any timely comments reasonably requested by Seller. All Transaction Deductions shall be reported in a Pre-Closing Tax Period to the maximum extent permitted by applicable Law. Without the prior written consent of Seller (which shall not be unreasonably delayed or withheld), the Company shall not amend any Tax Return relating to a Pre-Closing Tax Period, unless so required by the Taxing Authority in connection with a Tax Claim that is conducted in accordance with the terms of this Agreement.

(d) **Tax Proceedings.** After the Closing Date, Purchaser shall notify Seller within ten (10) days of the commencement of any notice of Tax deficiency, proposed Tax adjustment, Tax assessment, Tax audit, Tax examination or other administrative or court proceeding, suit, dispute or other claim with respect to Taxes of the Company for a Pre-Closing Tax Period (a "Tax Claim"). Thereafter, Purchaser shall deliver to Seller, as promptly as possible but in no event later than ten (10) days after receipt thereof, copies of all relevant notices and documents (including court papers) received by Purchaser or any of its Affiliates (including the Company). In the case of any Tax Claim relating to any Tax period ending on or before the Closing Date that, if determined adversely to the Company would be grounds for a claim for indemnity pursuant to this Agreement, Seller shall have the right to control the conduct of such Tax Claim and shall have the right to settle such Tax Claim after consultation with Purchaser.

(e) **Tax Refunds.** Purchaser shall pay, or cause its Affiliates (including, after the Closing, the Company) to pay, to Seller, as additional consideration for the Purchased Interest, all

Tax refunds that are received by or with respect to the Company after the Closing that are attributable to a Pre-Closing Tax Period within five (5) Business Days of the receipt of such Tax refund other than to the extent such Tax refund was taken into account in the calculation of the Actual Working Capital Amount. Purchaser shall, and shall cause its Affiliates to, take all actions to receive refunds to which Seller is entitled pursuant to this Section 5.10(e), including actions (such as preparing and filing, or causing to be prepared and filed, Tax Returns) reasonably requested by Seller to obtain such refunds. Seller shall control in its sole discretion

any preparation of, and any proceeding with respect to, any Tax Return or claim for refund pursuant to this Section 5.10(e).

(f) PRC Withholding Tax

(i) Purchaser shall be entitled to deduct and withhold, or cause to be deducted and withheld, from the amount of such part of the Purchase Price as is payable by Purchaser to Seller at any given time pursuant to Section 2.2(b) of this Agreement, such amounts as it is required to deduct and withhold, or cause to be deducted and withheld with respect to the amount of such payment, by any competent PRC Taxing Authority, and pay such Tax to such competent Taxing Authority on behalf of Seller, subject to compliance with the following Section 5.10(f)(ii). For avoidance of doubt, Seller shall be solely responsible for making Tax filings/registrations with, and paying Taxes to Taxing Authority outside of China, for any Tax payable by Seller (or its Affiliates) in connection with the transactions contemplated herein.

(ii) Notwithstanding any other provision of this Section 5.10,

(A) Seller shall prepare, or cause to be prepared required Tax Returns and related documentation in connection with the PRC Withholding Taxes as promptly as reasonably practicable to ensure timely filing of such Tax Returns. Seller shall provide Purchaser (and its Representatives with a reasonable opportunity (but Purchaser shall not be obliged) to review and comment on the relevant Tax Returns and filings to be submitted to the competent PRC Taxing Authority in connection with the transfer of Purchased Interest and the calculation of the PRC Withholding Taxes thereon;

(B) to the extent legally permissible, each Party shall notify the other Party as promptly as possible (but no later than four (4) Business Days) after receiving any communication or inquiry from any Taxing Authority relating to the assessment of the PRC Withholding Taxes and not respond to such inquiry unless with prior written consent of the other Party not to be unreasonably withheld, conditioned or delayed;

(C) to the extent practicable, each Party (and its Representatives) shall be permitted to attend any substantive meetings with or other appearances before any Tax officials of the PRC Taxing Authority; provided, that should any Party (or its Representatives) fail to attend such meetings or appearances as duly notified hereunder, the other Party may elect to attend such meetings or appearances

without the other Party (or its Representatives) to the extent permissible under applicable Law; and

(D) Purchaser shall, as promptly as practicable, but in no event later than the relevant timeline required by the competent PRC Taxing Authority, pay to the competent PRC Taxing Authority the PRC Withholding Tax as determined pursuant to this Section 5.10(f)(ii) in respect of the transfer of the Purchased Interest to Purchaser, and Purchaser shall provide

Seller evidence of such payments, including the Tax payment certificate(s) within five (5) Business Days following the payment of the PRC Withholding Tax to the competent PRC Taxing Authority.

(E) Seller shall submit the Tax Returns and filings in connection with the PRC Withholding Taxes to the PRC Taxing Authority as soon as practical, but in no event later than the relevant timeline required by applicable Law. Seller shall provide Purchaser with a copy of all Tax Returns and other Tax filing documents submitted to the PRC Taxing Authority, and Seller shall provide Purchaser with a copy of such Tax Returns and Tax Payment Notice, affixed with the chop of the competent PRC Taxing Authority, as soon as practicable and in any event within three (3) Business Days after the relevant submission has been made.

(g) Stamp Duty. Unless otherwise required by applicable Law or the competent Taxing Authority in the PRC, each of Purchaser and Seller shall: (i) submit on its own behalf to the applicable PRC Taxing Authority the stamp duty attributable to it; and (ii) pay the amount of stamp duty attributable to such Party, in each of clause (i) and (ii), as promptly as practicable (and no later than the prescribed deadline set forth by the competent PRC Taxing Authority) following the Closing as required by the applicable Taxing Authority.

(h) Other Transfer Taxes. All transfer, documentary, excise, consumption, sales, use, value added, stamp, conveyance, registration, filing, recordation and other similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement or the transactions contemplated by this Agreement (other than stamp duty described in Section 5.10(g), "Transfer Taxes") shall be borne and paid by the Parties in accordance with the Law. The Parties shall file, or cause to be filed, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, if required by applicable Law.

(i) Post-Closing Actions. Purchaser, the Company and each of their Affiliates shall not (i) initiate discussions or examinations with a Taxing Authority or make any voluntary disclosures with respect to Taxes of the Company with respect to a Pre-Closing Tax Period, (ii) extend any statute of limitations with respect to the Company for a Pre-Closing Tax Period, (iii) file any Tax Return with respect to a Pre-Closing Tax Period in any jurisdiction where the Company did not previously file such Tax Return, (iv) make any election with respect to the Company that has any retroactive effect to any Pre-Closing Tax Period, or (v) enter into any closing agreement with a Taxing Authority with respect to the Company for any Pre-Closing

Tax Period, unless any of the above actions is mandatorily required by Law or ordered by the Taxing Authority.

(j) Overlap. To the extent that an obligation or responsibility pursuant to Article VIII may conflict with an obligation or responsibility pursuant to this Section 5.10, the provisions of Section 5.10 shall govern such obligation or responsibility.

Section 5.11 No-Shop

During the Interim Period, Seller shall not, and shall not permit the Company or any of the respective Representatives of the Seller or the Company to, directly or indirectly:

(a) solicit, initiate, encourage, or facilitate the making, submission or announcement of any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal;

(b) enter into, participate in, maintain or continue any communications (except solely to provide written notice as to the existence of these provisions) or negotiations regarding, or deliver or make available to any Person any non-public information with respect to, or take any other direct action regarding, any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal;

(c) agree to, accept, approve, endorse or recommend (or publicly propose or announce any intention to agree to, accept, approve, endorse or recommend) any Acquisition Proposal; or

(d) enter into any letter of intent or any other Contract contemplating or otherwise relating to any Acquisition Proposal.

Section 5.12 Non-Compete; Non-Solicitation

(a) For a period of five (5) years commencing from the Closing Date, unless otherwise agreed by Purchaser in writing, Seller will not, and shall procure that none of its Affiliates will, establish or invest in any business operations located in the PRC (whether in the form of buying equity in such company, entering into a joint venture, or other similar transaction) for the purpose of engaging in flash assembly and testing in the PRC of any product identical with or substantially similar to the products being assembled or tested at the Company as of the Closing. Nothing in the foregoing restriction shall limit Seller's or any of its Affiliates' ability to engage with third party suppliers or contract manufacturers to provide flash assembly and test business to support Seller's or any of its Affiliates' business requirements, nor shall it restrict Seller's or any of its Affiliates' ability to acquire, merge with, invest in, form a joint venture with, or otherwise consummate a business combination with, any non-PRC company

where a majority business of such non-PRC company and/or its subsidiaries does not consist of flash testing and assembly in the PRC.

(b) Other than the Excluded Employees and such other Company Employees as agreed by the Parties in writing,

(i) Seller shall not, and shall procure that its Affiliates will not, (x) within three (3) years after the Closing Date, offer employment to any employee of the Company, or attempt to induce any employee to leave the employment of the Company, except pursuant to a general advertisement or public solicitation which is not directed specifically to any such employee, (y) offer employment to or hire any employee of the Company, within one (1) year after his/her voluntary resignation as an employee of the Company, unless otherwise agreed by the Parties in writing, or (z) solicit any customer, any supplier or any third party having cooperative relationship with the Company to do business with any entity directly competing with the Company. Nothing in the foregoing restriction shall prevent Seller or any of its Affiliates from hiring any employee whose employment has been terminated by the Company for any reason.

(ii) Purchaser shall procure that the Company and its Subsidiaries (if any) will not, (x) within three (3) years after the Closing Date, offer employment to any employee of Seller or any Affiliate thereof, or attempt to induce any employee to leave the employment of Seller or such Affiliate, except pursuant to a general advertisement or public solicitation which is not directed specifically to any such employee, or (y) offer employment to or hire any employee of the Seller or such Affiliate, within one (1) year after his/her voluntary resignation as an employee of Seller or such Affiliate, unless otherwise agreed by the Parties in writing. Nothing in the foregoing restriction shall prevent the Company and its Subsidiaries (if any) from hiring any employee whose employment has been terminated by Seller and its Affiliates for any reason.

Section 5.13 Working Capital Support

(a) As soon as reasonably practical following the execution of this Agreement, the Parties shall use commercially reasonable efforts to procure each Controller Supplier (as defined below) to enter into supply agreements directly with the Company (the "Transition of Controller Suppliers") by December 31, 2024 (the period from the date of this Agreement through such date, the "Controller Transition Period").

(b) The Company shall commence purchasing controllers directly from the Controller Suppliers with whom the Company has entered into supply agreements starting from the first (1st) Business Day immediately following the Closing (or such later date as may be mutually agreed upon in writing between the Parties) (the "Direct Purchase Date").

(c) If all of the Controller Suppliers have entered into supply agreements directly with the Company during the Controller Transition Period (a "Full Transition"), in recognition of the additional working capital required to support the Transition of Controller Suppliers, Purchaser shall be entitled to deduct from the Second Installment

Payment payable to Seller an amount equal to 80% of US\$41,815,000 (or such other amount as may be mutually agreed upon in writing between the Parties in good faith prior to the Second Installment Payment as the working capital required to support the Full Transition, based on the then existing and/or reasonably projected working capital of the Company at the time of such agreement, the

"Controller Working Capital Amount"), and the Purchase Price shall be deemed to be reduced accordingly.

(d) If less than all of the Controller Suppliers have entered into supply agreements directly with the Company during the Controller Transition Period (a "Partial Transition"), then the Controller Working Capital Amount shall be reduced pro rata (the "Adjusted Controller Working Capital Amount") based on the (i) value of the controllers supplied by Controller Suppliers who have entered into supply agreements with the Company, as compared to (ii) the value of the controllers supplied by Controller Suppliers who have not entered into supply agreements with the Company (the "Controller Pro Rata Value"). In the event of a Partial Transition, the Parties will negotiate in good faith and agree on the Controller Pro Rata Value prior to the Second Installment Payment, and upon mutual agreement in respect thereof, Purchaser shall be entitled to deduct from the Second Installment Payment payable to Seller 80% of the Adjusted Controller Working Capital Amount, and the Purchase Price shall be deemed to be reduced accordingly.

(e) Starting on the Direct Purchase Date, in the case of a Full Transition, the Company shall purchase all controllers that have been (i) designated for the Company's use and (ii) comprise Seller's Affiliate's controller inventory (including controllers held by Controller Suppliers on behalf of Seller's Affiliate) (such controllers, the "Seller Controller Inventory"). In the event of Partial Transition, starting on the Direct Purchase Date, the Company shall be obligated to purchase only the controllers within Seller's Controller Inventory attributable to the Controller Suppliers who entered into supply agreements with the Company. If the Company has insufficient cash to purchase Seller's Controller Inventory, the Parties will contribute additional working capital in proportion to their respective equity interest in the Company, as is necessary to purchase Seller's Controller Inventory (or any remaining portion thereof).

(f) For purpose of this Section 5.13, "Controller Suppliers" means the existing suppliers of controllers (excluding any of Seller's Affiliates) who provide controllers to

one or more of Sellers' Affiliates (including SanDisk Storage Malaysia Sdn. Bhd.) for subsequent consignment sale and use by the Company as of the date hereof.

ARTICLE VI CONDITIONS PRECEDENT

Section 6.1 Mutual Closing Conditions

The respective obligation of each Party to consummate the transactions contemplated hereby is subject to the satisfaction or waiver, to the extent permitted by applicable Law, on or prior to the Closing Date of the following conditions:

(a) AMR Submission Conditions. All of the conditions set forth in Section 6.4 below shall remain satisfied as of the Closing Date or shall have been waived by both Parties pursuant to Section 6.4, as the case may be.

(b) AMR Approval. The Company shall have obtained the AMR Approval.

Section 6.2 Purchaser's Closing Conditions

The obligation of Purchaser to consummate the transactions contemplated hereby is further subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

(a) Performance of the Obligations of Seller. Seller shall have performed or complied with in all material respects all obligations and covenants required to be performed or complied with by it pursuant to this Agreement and any Ancillary Agreements to which Seller is a party and then in effect, in each case, at or prior to the Closing Date.

(b) Seller Closing Deliverables. Seller shall have delivered, or caused to be delivered, to Purchaser each of the deliverables described in Section 2.9(b).

(c) Officers' Certificates. Purchaser shall have received a certificate signed on behalf of Seller by their authorized officers (or functional equivalent) certifying as to the matters set forth in Section 6.2(a) as of the Closing Date.

Section 6.3 Seller's Closing Conditions

The obligation of Seller to consummate the transactions contemplated hereby is further subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Performance of the Obligations of Purchaser. Purchaser shall have performed or complied with in all material respects all obligations and covenants required to be

performed or complied with by it pursuant to this Agreement and any Ancillary Agreements to which Purchaser is a party and then in effect, in each case, at or prior to the Closing Date.

(b) Officers' Certificates. Seller shall have received a certificate signed on behalf of Purchaser by an executive officer of Purchaser certifying as to the matters set forth in Section 6.3(a) as of the Closing Date.

Section 6.4 Mutual Conditions for AMR Submission

The application for AMR Approval shall not be submitted unless and until all of the following conditions have been satisfied or waived by both Parties as of the AMR Submission Date, to the extent permitted by applicable Law:

(a) Antitrust Approval. The waiting period applicable to, or clearance with respect to, the transactions contemplated by this Agreement under the PRC Anti-Monopoly Law shall have terminated, expired or been obtained.

(b) No Injunctions or Restraints. No applicable Order or Law shall be in effect that prohibits or prevents the consummation of the transactions contemplated hereby (collectively, "Restraints").

(c) Transaction Documents. The Ancillary Agreements shall have been duly executed and delivered by the relevant parties, with each Ancillary Agreement (other than the Amended and Restated Articles of Association and the Registration ETA) to become effective as of the Closing Date.

(d) Excluded Employee. The Parties have reached agreement in writing on the list of the Excluded Employees.

(e) Post-Closing Bonus Plan. The Post-Closing Bonus Plan in form and substance reasonably satisfactory to each of Purchaser and Seller shall have been duly approved by the Company, with such plan to become effective as of the Closing Date.

Section 6.5 Purchaser's Conditions for AMR Submission

The submission of the application for AMR Approval is further subject to the satisfaction (or waiver by Purchaser in writing) of the following conditions as of the AMR Submission Date:

(a) Representations and Warranties of Seller.

(i) The Seller Fundamental Representations and each of the representations and warranties of Seller set forth in Article III that are qualified by materiality (including "Company Material Adverse Effect", "Seller Material Adverse Effect" or similar materiality qualification) shall be true and correct in all respects as of the AMR Submission Date as though made on such date with reference to the facts and circumstances then existing (except those representations and warranties that address matters as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such

representations and warranties to be so true and correct is as a result of actions expressly permitted by or approved by Purchaser pursuant to Section 5.1; and

(ii) Each of the representations and warranties of Seller set forth in Article III (other than the Seller Fundamental Representations and such representations and warranties as described in Section 6.5(a)(i) above) shall be true and correct as of the AMR Submission Date as though made on such date with reference to the facts and circumstances then existing (except those representations and warranties that address matters as of a specified date, which shall be true and correct as of that specified date), except where the failure of such representations and warranties to be so true and correct (1) is as a result of actions expressly permitted by or approved by Purchaser pursuant to Section 5.1, or (2) where such failures to be so true and correct that, individually or in the aggregate, have not had a Seller Material Adverse Effect or a Company Material Adverse Effect, as applicable.

(b) Performance of the Obligations of Seller. Seller shall have performed or complied with in all material respects all obligations and covenants required to be performed or complied with by it pursuant to this Agreement at or prior to the AMR Submission Date.

(c) Material Adverse Effect. Since the date of the Original Agreement, there shall not have occurred and be continuing a Company Material Adverse Effect.

(d) Seller Deliverables. Seller shall have delivered, or caused to be delivered, to Purchaser each of the deliverables described in Section 2.9(a).

(e) Officers' Certificates. Purchaser shall have received a certificate signed on behalf of Seller by their authorized officers (or functional equivalent) certifying as to the matters set forth in Section 6.5(a), Section 6.5(b) and Section 6.5(c) as of the AMR Submission Date.

(f) Unpaid Registered Capital. Seller shall have caused subscribed but unpaid registered capital of the Company in the amount of US\$43,000,000 to be paid up through the recapitalization of the retained earnings of the Company in the same amount, and the Company shall have obtained a capital verification report issued by a qualified accounting firm in the PRC confirming that Seller has paid the registered capital of the Company in full amount (i.e., US\$272,000,000). For avoidance of doubt, Seller bears the sole obligation to (i) pay up such registered capital, (ii) file any applicable Tax returns associated with such recapitalization of such retained earnings, and (iii) pay any applicable taxes associated therewith, and such obligation shall not be transferred to or assumed by Purchaser in any case.

(g) Application Documents for SAFE Registration Voucher. Seller shall have delivered, or caused to be delivered to Purchaser all the documents and materials to be executed and provided by Seller and the Company as Purchaser may reasonably require for the purpose of obtaining the SAFE Registration Voucher, provided that the new business license of the Company (and its photocopies affixed with the company chop of the Company) will be provided to Purchaser within one (1) Business Day following the AMR Approval. For avoidance

of doubt, the application forms to be delivered by Seller shall include all information and supporting materials reasonably required of Seller and/or the Company and shall be duly executed by the Company and Seller (if applicable), except for the signature by the legal representative of the Company to be nominated by Purchaser.

(h) Consents. All Consents that are listed on Section 3.3(a) of the Seller Disclosure Letter shall have been received at or prior to the AMR Submission Date.

Section 6.6 Seller's Conditions for AMR Submission

The submission of the application for AMR Approval is further subject to the satisfaction (or waiver by Seller) of the following conditions as of the AMR Submission Date:

(a) Representations and Warranties of Purchaser. The representations and warranties of Purchaser shall be true and correct in all material aspects as of the AMR Submission Date as though made on such date with reference to the facts and circumstances then existing (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) Performance of the Obligations of Purchaser. Purchaser shall have performed or complied with in all material respects all obligations and covenants required to be performed or complied with by it pursuant to this Agreement at or prior to the AMR Submission Date.

(c) **Purchaser Deliverables.** Purchaser shall have delivered, or cause to be delivered, to Seller each of the deliverables described in Section 2.10(a).

(d) **Officer's Certificate.** Seller shall have received a certificate signed on behalf of Purchaser by an executive officer of Purchaser certifying as to the matters set forth in Section 6.6(a) and Section 6.6(b) as of the AMR Submission Date.

Section 6.7 Frustration of Conditions

Neither of Purchaser or Seller may rely, either as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement, on the failure of any condition set forth in Section 6.1, Section 6.2, Section 6.3, Section 6.4, Section 6.5 or Section 6.6 as the case may be, to be satisfied if such failure was caused by such Party's breach of any provision of this Agreement or failure to use its reasonable best efforts to consummate the transactions contemplated by this Agreement, as required by Section 5.3.

Section 6.8 Waiver of Conditions

Purchaser may, at any time, and in its sole discretion, by written notice to Seller, waive, in whole or in part, any of the conditions set forth in Section 6.2 and Section 6.5 (each a "Condition to Closing"). For the avoidance of doubt, if Purchaser decides to waive any Condition to Closing and to proceed with the transactions contemplated by this Agreement, the waiver of such Condition to Closing shall constitute a full waiver of all rights and remedies with

respect to any breach of any representation or warranty, covenant or other agreement in respect of which such waiver was granted.

ARTICLE VII **TERMINATION; EXPENSES**

Section 7.1 Termination

This Agreement may be terminated and the transactions contemplated hereby may be terminated and abandoned at any time prior to the Closing:

(a) by the mutual written consent of Seller and Purchaser;

(b) by either Seller or Purchaser:

(i) if the Closing has not occurred on or before December 31, 2024 (the "Longstop Date"); provided, however, that any right of the Party seeking to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to such Party if the failure to consummate the Closing by the Longstop Date arises out of, or results from, any material breach by such Party of any representation, warranty, covenant or obligation contained herein;

(ii) if any Restraint shall be in effect and shall have become final and non-appealable; provided, however, that any right of the Party seeking to terminate this Agreement under this Section 7.1(b)(ii) shall not be available to such Party if: (A) such Restraint arises out of, or

results from, any material breach by such Party of any representation, warranty, covenant or obligation contained herein; or (B) such Party is then in material breach of any representation, warranty, covenant, or obligation contained herein;

(c) by Purchaser prior to the Closing, by written notice to Seller from Purchaser in accordance with Section 9.5, if

(i) there shall have been a breach by Seller of any of its representations, warranties, covenants or obligations set forth in this Agreement, which breach would result in the failure to satisfy any condition set forth in Section 6.1, Section 6.2, Section 6.4 or Section 6.5 and, in any such case, such breach (A) shall by its nature be incapable of being cured; or (B) if capable of being cured, shall not have been cured by the earlier of: (1) twenty (20) calendar days after written notice thereof shall have been received by Seller; or (2) the Longstop Date; provided, however, that the right of Purchaser under this Section 7.1(c)(i) shall not be available if Purchaser is then in material breach of any representation, warranty, covenant, or obligation contained herein; or

(ii) Seller fails to consummate the Closing within five (5) Business Days after the later date of (A) satisfaction or waiver (to the extent waiver is not prohibited by applicable Law) of the conditions set forth in Section 6.1, Section 6.3, Section 6.4 or Section 6.6 (other than those conditions that by their nature are to be satisfied at the Closing) and (B) such other date agreed in accordance with Section 2.8(a); provided, however, that, in the

case of conditions set forth in Section 6.3 or Section 6.6, such conditions are capable of being satisfied if the Closing were to occur in accordance with the terms of this Agreement; and

(d) by Seller prior to the Closing, by written notice to Purchaser from Seller in accordance with Section 9.5, if

(i) there shall have been a breach by Purchaser of any of its representations, warranties, covenants or obligations set forth in this Agreement, which breach would result in the failure to satisfy any condition set forth in Section 6.1, Section 6.3, Section 6.4 or Section 6.6, and, in any such case, such breach (A) shall by its nature be incapable of being cured; or (B) if capable of being cured, shall not have been cured by the earlier of: (1) twenty (20) calendar days after written notice thereof shall have been delivered to Purchaser; or (2) the Longstop Date; provided, however, that the right of Seller under this Section 7.1(d)(i) shall not be available if Seller is then in material breach of any representation, warranty, covenant or obligation contained herein; or

(ii) Purchaser fails to consummate the Closing within five (5) Business Days after the later date of (A) satisfaction or waiver (to the extent waiver is not prohibited by applicable Law) of the conditions set forth in Section 6.1, Section 6.2, Section 6.4 or Section 6.5 (other than those conditions that by their nature are to be satisfied at the Closing) and (B) such other date agreed in accordance with Section 2.8(a); provided, however, that, in the case of conditions set forth in Section 6.2 or Section 6.5, such conditions are capable of being satisfied if the Closing were to occur in accordance with the terms of this Agreement.

(e) Notwithstanding anything to the contrary contained herein, this Agreement may be terminated and the transactions contemplated hereby may be terminated and abandoned by Seller, by written notice to Purchaser from Seller in accordance with Section 9.5, if Seller has not received the Estimated Closing Payment, together with any interest thereon, within twenty (20) Business Days following the Closing either due to Purchaser's failure to pay the Estimated Closing Payment, together with any interest thereon in accordance with Section 2.2(c) or as a result of Seller's failure to enforce and receive the Estimated Closing Payment under the Letter of Guarantee.

(f) For the avoidance of doubt, the failure of the Parties (or the applicable parties thereto) to agree on the terms, conditions and provisions of any of the Ancillary Agreements shall not entitle any Party to terminate this Agreement or the transactions contemplated hereby before the Longstop Date.

Section 7.2 Effect of Termination; Procedure

Except as set forth in this Section 7.2, if, and in the event, this Agreement is terminated pursuant to Section 7.1,

(a) this Agreement shall become void and of no effect with no liability or further obligation on the part of any Party hereto arising under or out of this Agreement, except that: (i) the provisions of Section 5.2(b) (Access to Information; Confidentiality), this

Section 7.2 (Effect of Termination; Procedure), Section 7.3 (Fees and Expenses), Section 7.4 (Termination Fee), and Article IX (Miscellaneous), shall each survive the termination hereof; and (ii) no such termination shall relieve any Party of any liability for losses, costs and damages incurred by the other Party on account of breach by any Party hereto; and

(b) all filings, applications and other submissions made by any Party to any Person, including any Governmental Authority, in connection with the transactions contemplated by this Agreement shall, to the extent practicable and not legally prohibited, be withdrawn from such Person by such Party and any transfer of the Purchased Interest prior to payment of the Estimated Closing Payment, together with any interest thereon, in full hereunder shall be unwound. Without limiting the generality of the foregoing, in such case, Seller shall be entitled to require that Purchaser transfer the Purchased Interest back to Seller or to any other Person designated by Seller, and Purchaser agrees to take or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable (in each case, subject to applicable Laws) to transfer the Purchased Interest back to Seller or its designee as promptly as practicable, including (i) the preparation and filing of all forms, registrations and notices required to be submitted to SAMR and any other competent Governmental Authority, (ii) the taking of all reasonable actions necessary to obtain (and with cooperation with Seller and the Company in obtaining) any Consent, clearance, expiration or termination of waiting periods or other confirmation of, any Governmental Authority required to be obtained or made by Purchaser, the Company, Seller or any of Seller's designees in connection with the transfer of the Purchased Interest. The cost (including Taxes) for such unwinding transfer shall be borne (w) equally by Purchaser and Seller, if this Agreement is terminated pursuant to Section 7.1(a); (x) equally by Purchaser and Seller, if this Agreement is terminated pursuant to Section 7.1(b); provided, however, to the extent such termination arises out of, or results from, any material breach

by any Party of any representation, warranty, covenant or obligation contained herein, such cost shall be borne entirely by such breaching Party, (y) by Seller if this Agreement is terminated pursuant to Section 7.1(c), or (z) by Purchaser if this Agreement is terminated pursuant to Section 7.1(d) or Section 7.1(e).

Section 7.3 Fees and Expenses

Other than as expressly provided in this Agreement, including as specifically set forth in Section 2.6(f), Section 5.10 and this Section 7.3, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs or expenses, whether or not the transactions contemplated by this Agreement are consummated.

Section 7.4 Termination Fee

(a) Purchaser Termination Fee. Purchaser shall pay to Seller US\$10,000,000 by wire transfer of immediately available funds in U.S. Dollar to Seller's

Account (such amount, the "Purchaser Termination Fee", together with the Seller Termination Fee, the "Termination Fee") within five (5) Business Days after termination:

(i) if this Agreement is terminated by Seller pursuant to Section 7.1(d);

(ii) if this Agreement is terminated by Seller pursuant to Section 7.1(e);

(iii) if this Agreement is terminated by Seller or Purchaser pursuant to Section 7.1(b)(i) and Seller would have been entitled to terminate this Agreement pursuant to Section 7.1(d) but for (A) such termination pursuant to Section 7.1(b)(i) or (B) the fact that the expiration of the three(3)-Business Day period described in Section 2.8(a) occurs after the Longstop Date; or

(iv) if this Agreement is terminated by Seller or Purchaser pursuant to Section 7.1(b)(ii) to the extent such Restraint arises under the PRC Anti-Monopoly Law.

(b) Seller Termination Fee. Seller shall pay to Purchaser US\$10,000,000 by wire transfer of immediately available funds in U.S. Dollar to a bank account located in PRC as designated by Purchaser (such amount, the "Seller Termination Fee") within three (3) Business Days after termination:

(i) if this Agreement is terminated by Purchaser pursuant to Section 7.1(c); or

(ii) if this Agreement is terminated by Seller or Purchaser pursuant to Section 7.1(b)(i) and Purchaser would have been entitled to terminate this Agreement pursuant to Section 7.1(c) but for (A) such termination pursuant to Section 7.1(b)(i) or (B) the fact that the expiration of the three (3)-Business Day period described in Section 2.8(a) occurs after the Longstop Date.

(c) If any Party fails to pay such Termination Fee when due, such Party shall also pay to the other Party all of such other Party's costs and expenses (including attorneys' fees) in connection with all actions to collect such Termination Fee.

(d) Purchaser and Seller acknowledge that, if the Termination Fee is required to be paid as a result of a termination of this Agreement, Seller's or Purchaser's, as the case may be, right to receive such Termination Fee shall be in addition to any other remedy to which it is entitled according to the Law, and Seller's or Purchaser's, as the case may be, collection of the Termination Fee pursuant to this Section 7.4 shall not restrict, impair or

otherwise limit Seller or Purchaser, as the case may be, from pursuing any other remedy to which it is entitled at Law or in equity.

ARTICLE VIII **INDEMNIFICATION**

Section 8.1 Survival

(a) Subject to the limitations and other provisions of this Agreement, the representations and warranties of Seller on the Company contained in this Agreement shall survive the Closing and remain in full force and effect until the date that is eighteen (18) months following the Closing Date; provided, however, that (i) the Seller Fundamental Representations, shall survive until the third (3rd) anniversary of the Closing Date, and (ii) the representations and warranties with respect to Tax matters as set forth in Section 5.10 hereof shall survive until the fifth (5th) anniversary of the Closing Date.

(b) Subject to the limitations and other provisions of this Agreement, the representations and warranties of Purchaser contained in this Agreement shall survive the Closing and remain in full force and effect until the until the third (3rd) anniversary of the Closing Date.

(c) The covenants and agreements of the Seller and the Purchaser that by their terms apply or are to be performed in whole or in part after the Closing Date shall survive the Closing for the period provided in such covenants and agreements, if any, or until fully performed.

(d) Subject to the limitations and other provisions of this Agreement, the matters contained in Section 8.8 shall survive the Closing until the fifth (5th) anniversary of the Closing Date; provided, that any indemnification obligation arising pursuant to Section 8.8 solely to the extent attributable to any failure of the Company to comply with applicable Laws relating to transfer pricing shall survive the Closing until the ten (10th) anniversary of the Closing Date.

(e) No claim for the recovery of any Losses may be asserted against Seller under this Article VIII unless a written notice is received by Indemnifying Person pursuant to Section 8.5 on or prior to the date on which the representation and warranty or covenant upon which such claim is based ceases to survive as set forth in this Section 8.1, in which case such representation and warranty or covenant shall survive as to such claim until such claim has been finally resolved.

Section 8.2 Indemnification by Seller

Subject to the other terms and conditions of this Article VIII, from and after the Closing, Seller shall indemnify Purchaser (and its Representatives) against, and shall hold Purchaser (and its Representatives) harmless from and against, any and all Losses incurred or sustained by, or

imposed upon, Purchaser (and its Representatives) as a result of or in connection with any of the following:

(a) any breach of or inaccuracy in any representation and warranty made by Seller in this Agreement as of the date of the Original Agreement or as of the Closing Date (as though such representation and warranty was made as of the Closing Date rather than the date of the Original Agreement, except in the case of any individual representation and warranty that by its terms speaks only as of a specific date or dates); and

(b) any breach of any covenant or agreement to be performed by the Company (to the extent and only to the extent such covenant or agreement is to be performed at or before the Closing) or Seller (before, at or after the Closing).

(c) any failure or delay by Seller to make any payments (including Seller's payment obligations under Section 7.4 and Section 8.2 and refund of any adjustment to the Estimated Closing Payment under the provisions in Section 2.2(b)(ii) and under Section 2.4(a)(ii), and Section 2.4(b)(i)), whereby Seller shall pay Purchaser interest thereon at the rate of 1% above SOFR per annum for the relevant days, compounding annually, accruing daily from the date that such amount first becomes payable and continuing until such amount, together with the interest payable thereon, has been paid in full.

Section 8.3 Indemnification by Purchaser

Subject to the other terms and conditions of this Article VIII, from and after the Closing, Purchaser shall indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller as a result of or in connection with any of the following:

(a) any breach of or inaccuracy in any representation and warranty made by Purchaser in this Agreement as of the date of the Original Agreement or as of the Closing Date (as though such representation and warranty was made as of the Closing Date rather than the date of the Original Agreement, except in the case of any individual representation and warranty that by its terms speaks only as of a specific date or dates); and

(b) any breach of any covenant or agreement to be performed by Purchaser (before, at or after the Closing).

(c) any failure or delay by Purchaser to make any payments under this Section 8.3, whereby Purchaser shall pay Seller interest thereon at the rate of 1% above SOFR per annum for the relevant days, compounding annually, accruing daily from the date that such

amount first becomes payable and continuing until such amount, together with the interest payable thereon, has been paid in full.

Section 8.4 Certain Limitations

The Party making a claim under this Article VIII, together with its Representatives, are referred to as the “Indemnified Person,” and the Party against whom such claims are asserted under this Article VIII is referred to as the “Indemnifying Person.” The indemnification provided for in Section 8.2, Section 8.3 and Section 8.8 shall be subject to the following limitations:

(a) The Indemnifying Person shall not be liable to the Indemnified Person for indemnification under Section 8.2 or Section 8.3 (but not Section 8.8), as the case may be, until the aggregate amount of all Losses indemnifiable to the Indemnified Person under Section 8.2 or Section 8.3 exceeds two percent (2%) of the Base Purchase Price (the “Deductible”), in which event the Indemnifying Person shall only be required to pay or be liable for Losses in excess of the Deductible. With respect to any claim as to which the Indemnified Person may be entitled to indemnification under Section 8.2 or Section 8.3 (but not Section 8.8) as the case may be, the Indemnifying Person shall not be liable for any individual or series of related Losses which do not exceed one tenth of a percent (0.1%) of the Base Purchase Price (which Losses shall not be counted toward the Deductible).

(b) The aggregate amount of all Losses for which an Indemnifying Person shall be liable pursuant to Section 8.2, Section 8.3 in respect of Fraud and/or a breach of the Seller Fundamental Representations and Section 8.8 shall not in any event exceed an amount that is equal to the portion of the Base Purchase Price. Except as otherwise provided in the preceding sentence, the aggregate amount of all Losses for which an Indemnifying Person shall be liable pursuant to Section 8.2(a) or Section 8.3(a) shall not exceed an amount that is equal to twelve and a half percent (12.5%) of the Base Purchase Price.

(c) Payments by an Indemnifying Person pursuant to Section 8.2 or Section 8.3 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received by the Indemnified Person (or the Company) in respect of any such claim. The Indemnified Person shall use its commercially reasonable efforts to recover under insurance policies (if any) or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement. If the Indemnified Person receives any additional compensation from third parties after recovery from the Indemnifying Person in respect of an indemnification claim made by the Indemnified Person hereunder, the Indemnified Party shall return the corresponding amount (deducting Taxes) to the Indemnifying Person.

(d) To the extent an Indemnified Person recognizes any net Indemnification Tax Benefits as a result of any Losses for the Taxable year in which the indemnity payment is made, such Indemnified Person shall pay the amount of such Indemnification Tax Benefits by (i) reducing the amount of Losses by the amount of Indemnification Tax Benefits actually recognized (if such benefits are actually recognized prior to the date on which the indemnity payment is made) or (ii) making a payment to Seller equal to

the Indemnification Tax Benefit within thirty (30) days after such benefit is actually recognized if such benefit is actually recognized after the indemnity payment is made. For this purpose, the Indemnified Person shall be deemed to recognize a Tax benefit ("Indemnification Tax Benefit") with respect to a Taxable year if, and to the extent that, the Indemnified Person's liability for Taxes for such Taxable year, calculated by excluding any Tax items attributed to the Losses, exceeds the Indemnified Person's actual liability for Taxes for such Taxable year, calculated by taking into account any Tax items attributed to the Losses.

(e) In no event shall any Indemnifying Person be liable to any Indemnified Person for any punitive, incidental, consequential, special, or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(f) No Indemnified Person shall be entitled to recover from the Indemnifying Person under this Agreement more than once in respect of the same claim or the same Losses. Any liability of the Indemnifying Person under this Agreement shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(g) The Indemnified Person shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(h) Seller shall not be liable under this Article VIII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Purchaser had Knowledge of such inaccuracy or breach prior to the date hereof.

(i) No Indemnifying Person shall be liable for any Losses arising from: (A) any Taxes of the Company incurred on the Closing Date after the Closing that are outside the ordinary course of business of the Company or inconsistent with past practices; (B) any Taxes of Purchaser (including the Company) attributable to a Tax period other than a Pre-Closing Tax Period; or (C) the amount, value or condition of, or any limitations on, any Tax asset or attribute of the Company (e.g., net operating loss or net operating carryforward), to the extent such assets or attributes are relevant to the ability of Seller or any of its Affiliates (including the Company) to utilize such Tax assets or Tax attributes in any Tax period other than a Pre-Closing Tax Period.

Section 8.5 Indemnification Procedures

(a) Any claim by an Indemnified Person on account of any Losses which does not result from a Third-Party Claim (a "Direct Claim") shall be asserted (and may only be asserted) by the Indemnified Person by giving the Indemnifying Person prompt written notice thereof. Such notice by the Indemnified Person shall describe the Direct Claim in

reasonable detail, shall include copies of all written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Person. The Indemnifying Person shall have fifteen (15) Business Days after its receipt of such notice to respond in writing to such Direct Claim. During such fifteen (15) Business Day-period, the Indemnified Person shall allow the Indemnifying Person and its advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Person shall reasonably assist the Indemnifying Person's investigation by giving such information and assistance (including access to their premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Person, or any of its advisors, may reasonably request. If the Indemnifying Person does not so respond within such fifteen (15) Business Day-period, the Indemnifying Person shall be deemed to have rejected such Direct Claim, in which case the Indemnified Person may pursue such other remedies as may be available for the benefit of the Indemnified Person on the terms and subject to the provisions of this Agreement.

(b) If the Indemnified Person receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a Party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a "Third-Party Claim") against such Indemnified Person with respect to which the Indemnifying Person is obligated to provide indemnification under this Agreement, the Indemnified Person shall give the Indemnifying Person prompt written notice thereof. The failure to give such prompt written notice shall not, in and of itself, however, relieve the Indemnifying Person of its indemnification obligations, except and only to the extent that the Indemnifying Person forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Person shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Person. The Indemnifying Person shall have the right to participate in, or by giving written notice to the Indemnified Person, to assume the defense of any Third-Party Claim (to the extent permitted by applicable Law) at the Indemnifying Person's expense and by the Indemnifying Person's own counsel, and the Indemnified Person shall cooperate in good faith in such defense. In the event that the Indemnifying Person assumes the defense of any Third-Party Claim, it shall promptly notify the Indemnified Person, and the Indemnifying Person shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Person. If the Indemnifying Person elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Person in writing of its election to defend as provided in this Agreement, the Indemnified Person may pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim and for which the Indemnifying Person would otherwise be liable for under this Agreement. So long as one Party controls the defense of a Third-Party Claim, the other Party shall have the right, at its own cost and expense, to participate in the defense of the Third-Party Claim with counsel selected by such other Party. The Indemnifying Person and the Indemnified Person shall cooperate with each other in all reasonable respects in connection with the defense.

of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(c) Notwithstanding any other provision of this Agreement, the Indemnifying Person shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Person, which shall not be unreasonably withheld.

Section 8.6 Payments

Once a Loss is agreed to by the Indemnifying Person or finally adjudicated to be payable pursuant to this Article VIII, the Indemnifying Person shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds.

Section 8.7 Tax Consequences

All payments (if any) made pursuant to any indemnification obligations under this Article VIII will be treated as an adjustment to the Purchase Price for Tax purposes and such agreed treatment will govern for purposes of this Agreement, unless otherwise required by applicable Law. Seller shall be responsible for any application or filing with the competent Taxing Authority for any Tax deduction or return due to such adjustment to the Purchase Price, and Purchaser shall provide reasonable assistance.

Section 8.8 Pre-Closing Tax Indemnity

Without limiting the generality of Section 8.2 and regardless of whether there is any breach of the representations, warranties, agreement or covenants of any Seller, and whether disclosed or not, Seller shall indemnify Purchaser (and its Representatives) against, and shall hold Purchaser (and its Representatives) harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Purchaser (and its Representatives) for:

- (a) any Taxes of the Company for any Pre-Closing Tax Period;
- (b) any PRC Withholding Taxes owed with respect to the transactions contemplated by this Agreement to the extent such PRC Withholding Taxes are not withheld from amounts otherwise payable pursuant to this Agreement.

Notwithstanding the foregoing, Seller shall not be required to indemnify Purchaser (or its Representatives) for any Taxes taken into account in the calculation of the Actual Working Capital Amount.

Section 8.9 Exclusive Remedy

Subject to Section 9.14, the Parties acknowledge and agree that from and after Closing their sole and exclusive remedy with respect to any and all claims (other than claims arising from

Fraud) for Losses for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, except with respect to Section 9.14, each Party hereby waives, from and after Closing, to the fullest extent permitted under Law, any and all rights, claims and causes of action for Losses for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.8 shall limit any Person's right to seek and obtain any remedy in the nature of specific performance, injunctive relief or protective order to which any Person shall be entitled pursuant to Section 9.14 or to seek any remedy on account of Fraud by any Party hereto.

Section 8.10 Determination of Losses

Solely for purposes of determining the amount of any Losses arising out of, relating to or resulting from any failure of any representation or warranty to be true and correct (but not for purposes of whether or not any representation or warranty is true and correct), such representations and warranties shall be considered without giving effect to "materiality," "material," "Company Material Adverse Effect," "in all material respects" or similar qualification (but not including Knowledge of Seller).

ARTICLE IX **MISCELLANEOUS**

Section 9.1 Release

Effective as of the Closing, Purchaser, for itself and the Company, and their respective Affiliates and their respective successors, assigns, executors, heirs, officers, directors, managers, partners and employees (each a "Purchaser Releasor"), hereby irrevocably, knowingly and voluntarily releases, discharges and forever waives and relinquishes all claims, demands, obligations, liabilities, defenses, affirmative defenses, setoffs, counterclaims, Actions and causes of action of whatever kind or nature, whether known or unknown, which any of Purchaser Releasors has, might have or might assert now or in the future, against Seller and any of its Affiliates and their respective successors, assigns, officers, directors, managers, partners and employees or any of their respective heirs or executors (in each case in their capacity as such) (each, a "Seller Releasee"), arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed or was taken or permitted at or prior to the Closing; provided, however, that nothing contained in this Section 9.1 shall release, waive, discharge, relinquish or otherwise affect the rights or obligations of any party to the extent arising out of: (a) this Agreement and the Ancillary Agreements; or (b) any Contracts or other claims, demands, obligations, liabilities, defenses, affirmative defenses, setoffs, counterclaims, Actions and causes of action as set forth in Section 9.1 of the Seller Disclosure Letter. Purchaser shall, and shall cause the Company to, refrain from, directly or indirectly, asserting any claim or

demand, or commencing, instituting or causing to be commenced any legal proceeding, of any kind against a Seller Releasee based upon any matter released pursuant to this Section 9.1.

Section 9.2 Disclosure

(a) Seller Disclosure Letter. The Seller Disclosure Letter and the Exhibits attached hereto and thereto shall be construed with, and as an integral part of, this Agreement. Each capitalized term used in any Exhibit or Seller Disclosure Letter but not otherwise defined therein shall be defined as set forth in this Agreement. The Seller Disclosure Letter has been arranged in numbered and lettered sections and subsections corresponding to the applicable numbered and lettered sections and subsections contained in this Agreement. Each item disclosed in the Seller Disclosure Letter shall constitute an exception to, or as applicable, disclosure for the purposes of, the representations and warranties (or covenants, as applicable) to which it makes reference and shall also be deemed to be constructively disclosed or set forth in any other section in the Seller Disclosure Letter relating to other sections of this Agreement to the extent a cross-reference is expressly made to such other section in the Seller Disclosure Letter or to the extent that the relevance of such item as an exception to, or as applicable, disclosure for the purposes of, another section of this Agreement is reasonably apparent from the face of such disclosure that such disclosure also qualifies or applies to, or is disclosed for the purposes of, such other section of this Agreement. The fact that any item of information is disclosed in the Seller Disclosure Letter shall not be construed to mean that such information is required to be disclosed by this Agreement. Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms "material" or "Company Material Adverse Effect," "Seller Material Adverse Effect," "Purchaser Material Adverse Effect" or other similar terms in this Agreement. The inclusion of any item on the Seller Disclosure Letter shall not constitute an admission by the Company, Seller or Purchaser, as applicable, that such item is or is not material. No disclosure in the Seller Disclosure Letter relating to any possible breach or violation of any Contract, Law or Order shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The Seller Disclosure Letter and the information contained in the Seller Disclosure Letter are intended only to qualify or provide disclosure for the purposes of the applicable representations, warranties and covenants contained in this Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants.

(b) General Disclosure. By way of general disclosure, the following matters are disclosed or deemed disclosed to Purchaser and shall be deemed to qualify in their entirety the representations and warranties given by Seller hereunder: (i) all circumstances, facts and matters that are described or provided for in the Original Agreement, this Agreement and the Ancillary Agreements; (ii) all documents and information contained in the VDR and made available to Purchaser or its Representatives no later than two (2) Business Days immediately prior to the date of the Original Agreement in connection with the purchase and sale of the Purchased Interest and the transactions contemplated hereby; and (iii) all circumstances, facts and matters that would be revealed by an online search of the files of the Company at the

websites maintained by the PRC Governmental Authorities at the date of the Original Agreement.

Section 9.3 No Other Representations or Warranties

Except as expressly set forth herein, no Party makes any representation or warranty, express or implied, at law or in equity, with respect to itself, the Company or the assets, liabilities or operations of the foregoing, including with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed and, in any event, any such other representations or warranties may not be relied upon by the other Party or any of its Affiliates and Representatives. No Person has been authorized by any Party to make any representation or warranty on its behalf and to the extent of any such purported representation and warranty it cannot be relied upon in any manner.

Section 9.4 Amendments; No Waivers

(a) Any provision of this Agreement may be amended or waived prior to the Closing Date, if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Seller and Purchaser, or in the case of a waiver, by the Party against whom the waiver is to be effective. Each Party hereby acknowledges and agrees that, notwithstanding the entrance into this Agreement by the Parties and the restatement of the Original Agreement hereby, the Seller Payment Guarantee and the Purchaser Corporate Guarantee, each executed and delivered as of the date of the Original Agreement, shall each remain in full force and effect pursuant to the terms and conditions of each thereof.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided at Law or in equity.

Section 9.5 Notices

All notices, consents, requests, demands or other communications required or permitted hereunder shall be: (a) in writing and (b) sent by email or by overnight courier or delivered by hand to the addresses set forth below (or at such other address as such Party may designate by fifteen (15) days' advance written notice to the other Party to this Agreement given in accordance with this Section 9.5). Where a notice is sent by overnight courier service, service of the notice shall be deemed to have been effected by properly addressing, pre-paying and sending the notice by an overnight service through an internationally-recognized courier upon the earlier of (i) delivery and (ii) (or when delivery is refused) expiration of two (2) Business Days after the notice is sent as aforesaid. Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, upon the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a "with a copy to" address

is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

(a) if to Purchaser, or, following the Closing, to the Company, to:

with a copy (which shall not constitute notice) to:

and

(b) if to Seller, or, prior to the Closing, to the Company, to:

and

Section 9.6 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no Party may assign, delegate or otherwise transfer any of its rights or obligations pursuant to this Agreement without the prior written consent of the other Party. Any attempted assignment of this Agreement not in accordance with the terms of this Section 9.6 shall be void *ab initio*.

Section 9.7 Governing Law

This Agreement, and any and all claims arising directly or indirectly out of or otherwise concerning this Agreement (whether based in contract, tort or otherwise) shall be governed by, and construed and enforced in accordance with, the Laws of the PRC, except as set forth in Section 9.8(b).

Section 9.8 Dispute Resolution

(a) Any dispute, controversy, difference or claim (each, a "Dispute") arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered

Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with the HKIAC Administered Arbitration Rules.

(b) The Law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

(c) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(d) Seller (and together with WDT, if applicable) shall be entitled to (jointly) appoint one (1) arbitrator, Purchaser (and together with STATS ChipPAC) shall be entitled to (jointly) appoint one (1) arbitrator, while the third (3rd) arbitrator who shall be the presiding arbitrator, shall be jointly appointed the first two arbitrators and shall be qualified to practice Law in Hong Kong and the PRC. If the third (3rd) arbitrator has not been appointed within thirty (30) days after the Notice of Arbitration is given, the relevant appointment shall be made by the Secretary General of HKIAC.

(e) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(f) The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive Laws of the PRC (without regard to principles of conflict of Laws thereunder) and shall not apply any other substantive Law.

(g) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

(h) During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

(i) If any Action is commenced or threatened by any Party to enforce its rights under this Agreement against any other Person, the prevailing Party in such Action shall be reimbursed by the non-prevailing Party for all fees, costs and expenses, including reasonable attorneys' fees, arbitration and court costs, incurred by the prevailing Party in such Action. If a Party prevails in part, and loses in part, in such Action, the court, arbitrator or other

adjudicator presiding over such Action will award a reimbursement of the fees, costs and expenses incurred by the prevailing Party on an equitable basis.

Section 9.9 Privilege; Counsel

O'Melveny & Myers LLP has been engaged by Seller to represent it in connection with the transactions contemplated hereby. Purchaser (on its behalf and on behalf of its Affiliates) hereby:

(a) agrees that, in the event that a dispute arises after the Closing between Purchaser and/or any of its Affiliates, on the one hand, and Seller and/or any of its Affiliates, on the other hand, O'Melveny & Myers LLP may represent Seller or such Affiliate(s) in such dispute even though the interests of Seller or such Affiliate(s) may be directly adverse to Purchaser, the Company or any of their Affiliates and even though O'Melveny & Myers LLP may have represented the Company in a matter substantially related to such dispute, or may be handling ongoing matters for Purchaser or the Company; and

(b) waives any conflict in connection therewith. Purchaser (on its behalf and on behalf of its Affiliates) further agrees that, notwithstanding anything in this Agreement to the contrary, as to all communications among O'Melveny & Myers LLP, Seller and/or the Company (including any of their respective directors, officers, managers, employees or agents) that relate in any way to this

Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby or the negotiation of the same, the attorney-client privilege and the expectation of client confidence belongs to Seller and shall be controlled by Seller and shall not pass to or be claimed by Purchaser, the Company or any of their Affiliates after the Closing. Purchaser (on its behalf and on behalf of its Affiliates) further understands and agrees that the Parties have each undertaken reasonable efforts to prevent the disclosure of confidential or attorney-client privileged information. Notwithstanding those efforts, Purchaser (on its behalf and on behalf of its Affiliates) further understands and agrees that the consummation of the transactions contemplated by this Agreement may result in the inadvertent disclosure of information that may be confidential and/or subject to a claim of privilege. Purchaser (on its behalf and on behalf of its Affiliates) further understands and agrees that any disclosure of information that may be confidential and/or subject to a claim of privilege shall not prejudice or otherwise constitute a waiver of any claim of privilege. Purchaser (on its behalf and on behalf of its Affiliates) agrees to use reasonable best efforts to return promptly any inadvertently disclosed information to the appropriate Person upon becoming aware of its existence. Notwithstanding the foregoing, in the event that a dispute arises after the Closing between Purchaser, the Company or any of their Affiliates and a third Person other than a Party to this Agreement, the Company may assert the attorney-client privilege to prevent disclosure of confidential communications by O'Melveny & Myers LLP to such third Person; provided, however, that the Company may not waive such privilege without

the prior written consent of Seller. O'Melveny & Myers LLP shall be a third-party beneficiary for the purposes of this Section 9.9.

Section 9.10 Counterparts; Effectiveness

This Agreement may be executed in five (5) or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 9.11 Entire Agreement

(a) This Agreement (including, without limitation, the Seller Disclosure Letter and the Exhibits, schedules, and annexes hereto and thereto) and the Ancillary Agreements constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the Parties, whether oral or written, with respect to the subject matter hereof and thereof, including without limitation, the Original Agreement, which shall be deemed amended, restated and superseded in its entirety by this Agreement, with effect from the execution and delivery of the Original Agreement.

(b) Following the execution of the Original Agreement and prior to the AMR Submission Date, Seller and Purchaser agree to execute the Equity Interest Transfer Agreement summarizing the material terms of this Agreement in the form agreed by the Parties (the "Registration ETA"), which will be submitted to the appropriate PRC Governmental Authority for the purpose of obtaining the AMR Approval and SAFE Registration Voucher and completing the required Tax reporting and filing. For the avoidance of doubt, should any provision of the Registration ETA conflict with the provisions under this Agreement, this Agreement shall prevail.

Section 9.12 Third-Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such successors and permitted assigns, any legal or equitable rights hereunder; provided, however, that the Parties hereto specifically acknowledge and agree that: (a) the provisions of Section 9.1 are intended to be for the benefit of, and shall be enforceable by, each Seller Releasee; and (b) the provisions of Section 9.9 are intended to be for the benefit of, and shall be enforceable by, O'Melveny & Myers LLP.

Section 9.13 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible and in a manner so as to as closely as possible provide the Parties with the intended benefits, net of the intended burdens, set forth in any such invalid, void or unenforceable provision.

Section 9.14 Specific Performance

(a) The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, shall occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated hereby) in accordance with its specified terms or otherwise breach such provisions. Accordingly, subject to Section 9.14(b), the Parties acknowledge and agree that the Parties shall be entitled to an injunction, specific performance or other similar relief to prevent breaches or threatened breaches of this Agreement, or to enforce compliance with, the Parties' covenants and obligations under this Agreement, and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity. Each of the Parties agrees that it shall not raise any objections to the availability of the remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement, and to specifically enforce the terms and provisions of this Agreement, and shall not oppose the granting of an injunction, specific performance and/or other similar relief on any basis, including the basis that any other Party has an adequate remedy at Law or that any award of an injunction, specific performance and/or other similar relief is not an appropriate remedy for any reason at Law or in equity. Any Party seeking: (i) an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement; (ii) to enforce specifically the terms and provisions of this Agreement; and/or (iii) other similar relief, shall not be required to show proof of actual damages or to provide any bond or other security in connection with any such remedy.

(b) Notwithstanding anything in this Agreement to the contrary, however, the Parties hereby acknowledge and agree that Seller shall be entitled to specific performance to cause

Purchaser to effect the Closing in accordance with Section 2.2(c) only if all conditions in Section 6.1 and Section 6.2 have been satisfied (other than any condition the failure of which to be satisfied is attributable, in whole or in substantial part, to a breach by Purchaser of its representations, warranties, covenants or agreements contained in this Agreement and other than conditions that, by their nature, are to be satisfied at the Closing and which were, at the time Seller is seeking specific performance, capable of being satisfied).

(c) The remedies available to either Party pursuant to this Section 9.14 shall be in addition to any other remedy to collect the Termination Fee pursuant to Section 7.4 or any other remedy to which it is entitled at Law or in equity, and the election to pursue an injunction or specific performance shall not restrict, impair or otherwise limit Seller from

seeking to collect or collecting the Termination Fee pursuant to Section 7.4 or any other remedy to which it is entitled at Law or in equity.

Section 9.15 No Setoff

Each of the Parties hereto acknowledges and agrees (on its own behalf and on behalf of its Affiliates) that, except as provided under Section 2.4(d), it and its Affiliates shall have no right hereunder, under any Ancillary Agreement or pursuant to applicable Law to, and shall not, offset any amounts due and owing (or that becomes due and owing) pursuant to this Agreement or any Ancillary Agreement to any other party hereto or thereto or such other party's Affiliates against any amounts due and owing to such party or such party's Affiliates pursuant to this Agreement, the Ancillary Agreements or any other Contract.

Section 9.16 Construction

(a) The headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. As used in this Agreement: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires; (ii) the words "hereof," "herein," and "herewith" and words of similar import shall, unless the context otherwise states or requires, refer to this Agreement as a whole (including the Seller Disclosure Letter and the Exhibits, schedules and annexes hereto and thereto) and not to any particular provision of this Agreement, and all references to the preamble, recitals, Sections, Articles, Exhibits or Seller Disclosure Letter are to the preamble, recitals, Sections, Articles, Exhibits or Seller Disclosure Letter of, or to, this Agreement; (iii) the word "or" shall not be exclusive; (iv) the words "date hereof" shall mean the date of this Agreement, as set forth in the preamble hereto; (v) Purchaser and Seller shall be referred to herein individually as a "Party" and collectively as "Parties" (except where the context otherwise requires); (vi) any reference to any federal, state, local or non-U.S. statute or other Law shall be deemed also to refer to all rules and regulations promulgated thereunder; (vii) when calculating the number of days before which, within which or following which, any act is to be done or step is to be taken pursuant to this Agreement, the date from which such period is to be calculated shall be excluded from such count; provided, however, that, if the last calendar day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (viii) the measure of a period of one (1) month or year for the purposes of

this Agreement shall be the date of the following month or year corresponding to the starting date; provided, however, that, if no corresponding date exists, then the end date of such period being measured shall be the next actual date of the following month or year (for example, one (1) month following February 18 is March 18 and one (1) month following March 31 is May 1); provided, further, that, if the last calendar day of such period is a non-Business Day, then the period in question shall end on the next succeeding Business Day; and (ix) for the purposes of this Agreement, references to the term "delivered by Seller," "delivered to Purchaser," "furnished to Purchaser," "made available to Purchaser" or similar expressions in Article III shall mean that Seller has: (A) posted such materials to the VDR, in a manner that enables viewing of such materials by Purchaser and its Representatives no later than two (2) Business Days

immediately prior to the date of the Original Agreement or (B) set forth a copy of such materials in the Seller Disclosure Letter.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 9.17 No Recourse

Purchaser acknowledges and agrees that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement (including, without limitation, the Ancillary Agreements) shall be had against any past, present or future director, officer, agent, employee, member, partner, shareholder, Affiliate or Representative of Seller or of any of its Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any past, present or future director, officer, agent, employee, member, partner, shareholder, Affiliate or Representative of Seller or of any of its Affiliate or assignee thereof, as such, for any obligation of Seller under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 9.18 Currency

Whenever conversion of values to or from any foreign currency for a particular date or period shall be required pursuant to this Agreement, such conversion shall be made using the closing mid-point rate for exchanges between those currencies quoted on the website of the People's Bank of China (e.g., for conversion between RMB and USD) for (a) the nearest Business Day for which that rate is so quoted on or prior to the Business Day of the conversion for all amounts (the "Exchange Rate").

When calculating whether or not a Loss exceeds the thresholds in Section 8.4, Losses shall be converted into U.S. Dollar by applying the Exchange Rate as of the date that the applicable indemnification claim is being made by a Party pursuant to Article VIII.

[Signature page follows]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed by its authorized signatory as of the date first written above.

SanDisk China Limited

Sandisk Corporation Deferred
Compensation Plan

By: /s/ Brandi Steege

Name: Brandi Steege

Title: Director and Secretary

TOC-1-1

[Signature Page to Amended and Restated Equity Purchase Agreement]

IN WITNESS WHEREOF, each Party hereto has caused this

Article 2 - Definitions

Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:

2.1. Account

“Account” means an account and any subaccounts established for the purpose of recording amounts credited on behalf of a Participant and any earnings, expenses, gains, losses, or distributions included thereon. The Account shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant or to the Participant’s Beneficiary pursuant to the Plan.

2.2. Administrator

“Administrator” means the person or persons designated by the Plan Sponsor in Section 1.05 of the Adoption Agreement to be duly executed by its authorized signatory as responsible for the administration of the date

first written above. Plan. If no Administrator is designated in the Adoption Agreement, the Administrator is the Plan Sponsor.

2.3. *Adoption Agreement*

“Adoption Agreement” means the agreement adopted by the Plan Sponsor that establishes the Plan.

2.4. *Beneficiary*

“Beneficiary” means the persons, trusts, estates, or other entities entitled under Section 8.2 to receive benefits under the Plan upon the death of a Participant.

2.5. *Board or Board of Directors*

“Board” or “Board of Directors” means the Board of Directors of the Plan Sponsor.

2.6. *Bonus*

“Bonus” means an amount of incentive remuneration payable by the Employer to a Participant.

2.7. *Change in Control*

“Change in Control” means the occurrence of an event involving the Plan Sponsor that is described in Section 9.7.

2.8. *Code*

“Code” means the Internal Revenue Code of 1986, as amended.

2.9. *Compensation*

“Compensation” has the meaning specified in Section 3.01 of the Adoption Agreement.

2.10. *Director*

“Director” means a non-employee member of the Board who has been designated by the Employer as eligible to participate in the Plan.

**JCET Management Co., Ltd. (长
电科技管理有限公司)**

**Sandisk Corporation Deferred
Compensation Plan**

(Company Chop)

By: /s/ Li Zheng

Name: Li Zheng (郑力)

Title: Legal Representative

TOC-2-1

[Signature Page to Amended and Restated Equity Purchase Agreement]

Without becoming 2.11. Disability

“Disability” means that a party to this Agreement, Western Digital Technologies, Inc. (“WDT”) hereby assumes joint and several liability with Seller for any amounts payable by Seller to Purchaser hereunder (the “Seller Payment Guarantee”); provided, however, WDT shall be permitted to assign and transfer the Seller Payment Guarantee to the proposed successor Participant is disabled as defined in interest Section 6.01(i) of the flash business in connection with the Flash Spin-off (the “Adoption Agreement.”

2.12. Flash Spin-off Successor Eligible Employee) so long as such assignee has credibility for performing such undertaking and has consolidated net assets of no less than One Billion U.S. Dollars (US\$1,000,000,000). In connection with such assignment, the Flash Spin-off Successor shall execute and deliver a written undertaking to Purchaser expressly assuming the Seller Payment Guarantee and upon delivery thereof, WDT shall be fully relieved

“Eligible Employee” means an employee of the Seller Payment Guarantee Employer who satisfies the requirements in Section 2.01 of the Adoption Agreement.

2.13. Employer

"Employer" means the Plan Sponsor and have no continuing obligations hereunder.

WDT warrants and undertakes to Purchaser as below:

WDT has any other Related Employer that is listed in Section 1.04 of the requisite corporate or other similar power, as applicable, and has the authority to execute and deliver this Adoption Agreement and which is authorized by the Plan Sponsor to provide participate in and, in fact, does adopt the Seller Payment Guarantee. The execution and delivery Plan.

2.14. ERISA

"ERISA" means the Employee Retirement Income Security Act of this undertaking and 1974, as amended.

2.15. Identification Date

"Identification Date" means the consummation date as of which Key Employees are determined which is specified in Section 1.06 of the obligation contemplated herein has been duly and validly authorized by all requisite corporate, partnership Adoption Agreement.

2.16. Key Employee

"Key Employee" means an employee who satisfies the conditions set forth in Section 9.6.

2.17. Participant

"Participant" means an Eligible Employee or limited liability company or other similar action, as applicable on Director who commences participation in the part of WDT. This undertaking shall upon such execution and delivery by WDT to Purchaser, be the legal, valid and binding obligations of WDT, enforceable against WDT Plan in accordance with its terms. Article 3.

WDT acknowledges 2.18. Plan

"Plan" means the unfunded plan of deferred compensation set forth herein, including the Adoption Agreement and accepts any trust agreement, as adopted by the Plan Sponsor, and as amended from time to time.

2.19. Plan Sponsor

"Plan Sponsor" means the entity identified in Section 9.7 1.03 of the Adoption Agreement or any successor by merger, consolidation or

otherwise.

2.20. *(Governing Law) Plan Year*

“Plan Year” means the period identified in Section 1.02 of the Adoption Agreement.

2.21. *Related Employer*

“Related Employer” means the Plan Sponsor and (a) any corporation that is a member of a controlled group of corporations as defined in Code Section 9.8 (Dispute Resolution), 414(b) that includes the Plan Sponsor and such provisions are binding and enforceable against WDT(b) any trade or business that is under common control as if it were a party thereto.defined in Code Section 414(c) that includes the Plan Sponsor.

**Western Digital Technologies,
Inc.**

Sandisk Corporation Deferred
Compensation Plan

By: /s/ Brandi Steege

Name: Brandi Steege

Title: Vice President

TOC-2-2

[Signature Page to Amended and Restated Equity Purchase Agreement]

Without becoming 2.22. *Retirement*

“Retirement” has the meaning specified in 6.01(f) of the Adoption Agreement.

2.23. *Separation from Service*

"Separation from Service" means the date that the Participant dies, retires, or otherwise has a party termination of employment with respect to this Agreement, STATS ChipPAC Pte. Ltd. ("STATS ChipPAC") hereby assumes joint all entities comprising the Related Employer. A Separation from Service does not occur if the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed six months or such longer period during which the Participant's right to re-employment is provided by statute or contract. If the period of leave exceeds six months and several liability with Purchaser the Participant's right to re-employment is not provided either by statute or contract, a Separation from Service will be deemed to have occurred on the first day following the six-month period. If the period of leave is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where the impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 29 month period of absence may be substituted for the Purchaser Termination Fee payable by Purchaser to Seller hereunder (the "Purchaser Corporate Guarantee"). six month period.

STATS ChipPAC warrants

Whether a termination of employment has occurred is based on whether the facts and undertakes to Seller as below:

STATS ChipPAC has circumstances indicate that the requisite corporate or other similar power, as applicable, and has the authority to execute and deliver this guarantee, and to provide the Purchaser Corporate Guarantee. The execution and delivery of this undertaking Related Employer and the consummation Participant reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the Participant would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than 20 percent of the obligation contemplated herein average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36 month period (or the full period of services to the Related Employer if the employee has been duly providing services to the Related Employer for less than 36 months).

An independent contractor is considered to have experienced a Separation from Service with the Related Employer upon the expiration of the contract (or, in the case of more than one contract, all contracts) under which services are performed for the Related Employer if the expiration constitutes a good-faith and validly authorized by all requisite complete termination of the contractual relationship.

If a Participant provides services as both an employee and an independent contractor of the Related Employer, the Participant must separate from

service both as an employee and as an independent contractor to be treated as having incurred a Separation from Service. If a Participant ceases providing services as an independent contractor and begins providing services as an employee, or ceases providing services as an employee and begins providing services as an independent contractor, the Participant will not be considered to have experienced a Separation from Service until the Participant has ceased providing services in both capacities.

If a Participant provides services both as an employee and as a member of the Board of Directors of a corporate partnership or limited liability company or other similar action, Related Employer (or an analogous position with respect to a noncorporate Related Employer), the services provided as applicable on a Director are not taken into account in determining whether the Participant has incurred a Separation from Service as an employee for purposes of STATS ChipPAC. This undertaking shall upon such execution and delivery by STATS ChipPAC to Seller, be a nonqualified deferred compensation plan in which the legal, valid and binding obligation of STATS ChipPAC, enforceable against STATS ChipPAC in accordance with its terms. Participant participates as an employee that is not aggregated

STATS ChipPAC acknowledges and accepts Section 9.7 (Governing Law) and Section 9.8 (Dispute Resolution), and such provisions are binding and enforceable against STATS ChipPAC as if it were a party thereto.

STATS ChipPAC Pte.

Ltd. Sandisk Corporation

Deferred Compensation Plan

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under Code Section 409A with any plan in which the Participant participates as a Director.

If a Participant provides services both as an employee and as a member of the Board of Directors of a corporate related Employer (or an analogous position with respect to a noncorporate Related Employer), the services provided as an employee are not taken into account in determining whether the Participant has experienced a Separation from Service as a Director for purposes of a nonqualified deferred compensation plan in which the Participant participates as a Director that is not aggregated under Code Section 409A with any plan in which the Participant participates as an employee.

All determinations of whether a Separation from Service has occurred will be made in a manner consistent with Code Section 409A and the final

regulations thereunder.

2.24. *Unforeseeable Emergency*

“Unforeseeable Emergency” means a severe financial hardship of the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, the Participant’s Beneficiary, or the Participant’s dependent (as defined in Code Section 152, without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B); loss of the Participant’s property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

2.25. *Valuation Date*

“Valuation Date” means each business day of the Plan Year that the New York Stock Exchange is open.

2.26. *Years of Service*

“Years of Service” means each one-year period for which the Participant receives service credit in accordance with the provisions of Section 7.01(d) of the Adoption Agreement.

Article 3 - *Participation*

3.1. *Participation*

The Participants in the Plan shall be those Eligible Employees and Directors of the Employer who satisfy the requirements of Section 2.01 of the Adoption Agreement.

3.2. *Termination of Participation*

The Administrator may terminate a Participant’s participation in the Plan in a manner consistent with Code Section 409A. If the Employer terminates a Participant’s participation before the Participant experiences a Separation from Service, the Participant’s vested Accounts shall be paid in accordance with the provisions of Article 9.

Article 4 - Participant Elections

4.1. *Deferral Agreement*

If permitted by the Plan Sponsor in accordance with Section 4.01 of the Adoption Agreement, each Eligible Employee and Director may elect to defer his or her Compensation within the meaning of Section 3.01 of the Adoption Agreement by executing in writing or electronically, a deferral agreement in accordance with rules and procedures established by the Administrator and the provisions of this Article 4.

A new deferral agreement must be timely executed for each Plan Year during which the Eligible Employee or Director desires to defer Compensation. An Eligible Employee or Director who does not timely execute a deferral agreement shall be deemed to have elected zero deferrals of Compensation for such Plan Year.

A deferral agreement may be changed or revoked during the period specified by the Administrator. Except as provided in Section 9.3, a deferral agreement becomes irrevocable at the close of the specified period.

4.2. *Amount of Deferral*

An Eligible Employee or Director may elect to defer Compensation in any amount permitted by Section 4.01(a) of the Adoption Agreement.

4.3. *Timing of Election to Defer*

Each Eligible Employee or Director who desires to defer Compensation otherwise payable during a Plan Year must execute a deferral agreement within the period preceding the Plan Year specified by the Administrator. Each Eligible Employee who desires to defer Compensation that is a Bonus must execute a deferral agreement within the period preceding the Plan Year during which the Bonus is earned that is specified by the Administrator, except that if the Bonus can be treated as performance based compensation as described in Code Section 409A(a)(4)(B)(iii), the deferral agreement may be executed within the period specified by the Administrator, which period, in no event, shall end after the date which is six months prior to the end of the period during which the Bonus is earned, provided the Participant has performed services continuously from the later of the beginning of the performance period or the date the performance

criteria are established through the date the Participant executed the deferral agreement and provided further that the compensation has not yet become 'readily ascertainable' within the meaning of Treas. Reg. § 1.409A-2(a)(8). In addition, if the Compensation qualifies as 'fiscal year compensation' within the meaning of Treas. Reg. § 1.409A-2(a)(6), the deferral agreement may be made not later than the end of the Employer's taxable year immediately preceding the first taxable year of the Employer in which any services are performed for which such Compensation is payable.

Except as otherwise provided below, an employee who is classified or designated as an Eligible Employee during a Plan Year or a Director who is designated as eligible to participate during a Plan Year may elect to defer Compensation otherwise payable during the remainder of such Plan Year in accordance with the rules of this Section 4.3 by executing a deferral agreement within the thirty (30) day period beginning on the date the employee is classified or designated as an Eligible Employee or the date the Director is designated as eligible, whichever is applicable, if permitted by Section 4.01(b)(ii) of the Adoption Agreement. If Compensation is based on a specified performance period that begins before the Eligible Employee or Director executes his or her deferral agreement, the election will be deemed to apply to the portion of such Compensation equal to the total amount of Compensation for the performance period multiplied by the ratio of the number of days remaining in the performance period after the election becomes irrevocable and effective over the total number of days in the performance period. The rules of this paragraph shall not apply unless the Eligible Employee or Director can be treated as initially eligible in accordance with Treas. Reg. § 1.409A-2(a)(7).

4.4.

Election of Payment Schedule and Form of Payment

All elections of a payment schedule and a form of payment will be made in accordance with rules and procedures established by the Administrator and the provisions of this Section 4.4.

- (a) If the Plan Sponsor has elected to permit annual distribution elections in accordance with Section 6.01(h) of the Adoption Agreement the following rules apply. At the time an Eligible

Employee or Director completes a deferral agreement, the Eligible Employee or Director must elect a distribution event (which includes a specified time) and a form of payment for the Compensation subject to the deferral agreement from among the options the Plan Sponsor has made available for this purpose and which are specified in 6.01(b) of the Adoption Agreement. Prior to the time required by Treas. Reg. § 1.409A-2, the Eligible Employee or Director shall elect a distribution event (which includes a specified time) and a form of payment for any Employer contributions that may be credited to the Participant's Account during the Plan Year. If an Eligible Employee or Director fails to elect a distribution event, he or she shall be deemed to have elected Separation from Service as the distribution event. If he or she fails to elect a form of payment, he or she shall be deemed to have elected a lump sum form of payment.

(b) If the Plan Sponsor has elected not to permit annual distribution elections in accordance with Section 6.01(h) of the Adoption Agreement the following rules apply. At the time an Eligible Employee or Director first completes a deferral agreement but in no event later than the time required by Treas. Reg. § 1.409A-2, the Eligible Employee or Director must elect a distribution event (which includes a specified time) and a form of payment for amounts credited to his or her Account from among the options the Plan Sponsor has made available for this purpose and which are specified in Section 6.01(b) of the Adoption Agreement. If an Eligible Employee or Director fails to elect a distribution event, he or she shall be deemed to have elected Separation from Service in the distribution event. If the Participant fails to elect a form of payment, he or she shall be deemed to have elected a lump sum form of payment

Article 5 - Employer Contributions

5.1. Matching Contributions

If elected by the Plan Sponsor in Section 5.01(a) of the Adoption Agreement, the Employer will credit the Participant's Account with a matching contribution determined in accordance with the formula specified in Section 5.01(a) of the Adoption Agreement. The matching contribution will be treated as allocated to the Participant's Account at the time specified in Section 5.01(a)(iii) of the Adoption Agreement.

5.2.

Other Contributions

If elected by the Plan Sponsor in Section 5.01(b) of the Adoption Agreement, the Employer will credit the Participant's Account with a contribution or contributions determined in accordance with the formula or method specified in Section 5.01(b) of the Adoption Agreement. These contributions will be treated as allocated to the Participant's Account at the time specified in Section 5.01(b)(iii) of the Adoption Agreement.

Article 6 - Accounts and Credits

6.1.

Establishment of Account

For accounting and computational purposes only, the Administrator will establish and maintain an Account on behalf of each Participant which will reflect the credits made pursuant to Section 6.2, distributions or withdrawals, along with the earnings, expenses, gains and losses allocated thereto, attributable to the hypothetical investments made with the amounts in the Account as provided in Article 7. The Administrator may establish and maintain such other records and accounts, as it decides in its discretion to be reasonably required or appropriate to discharge its duties under the Plan.

6.2.

Credits to Account

A Participant's Account will be credited for each Plan Year with the amount of his or her elective deferrals under Section 4.1 at the time the amount subject to the deferral election would otherwise have been payable to the Participant and the amount of Employer contributions, if any, treated as allocated on his or her behalf under Article 5.

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Article 7 - Investment of Contributions

7.1. *Investment Options*

The amount credited to ~~Amended~~ each Account shall be treated as invested in the investment options designated for this purpose by the Administrator.

7.2. *Adjustment of Accounts*

The amount credited to each Account shall be adjusted for hypothetical investment earnings, expenses, gains or losses in an amount equal to the earnings, expenses, gains or losses attributable to the investment options selected by the party designated in Section 9.01 of the Adoption Agreement from among the investment options provided in Section 7.1. If permitted by Section 9.01 of the Adoption Agreement, a Participant (or the Participant's Beneficiary after the death of the Participant) may, in accordance with ~~rules and Restated Equity Purchase Agreement~~ procedures established by the Administrator, select the investments from among the options provided in Section 7.1 to be used for the purpose of calculating future hypothetical investment adjustments to the Account or to future credits to the Account under Section 6.2 effective as of the Valuation Date coincident with or next following notice to the Administrator. Each Account shall be adjusted as of each Valuation Date to reflect: (a) the hypothetical earnings, expenses, gains, and losses described above; (b) amounts credited pursuant to Section 6.2; and (c) distributions or withdrawals. In addition, each Account may be adjusted for its allocable share of the hypothetical costs and expenses associated with the maintenance of the hypothetical investments provided in Section 7.1.

Article 8 - Right to Benefits

8.1. *Vesting*

A Participant, at all times, has a 100% nonforfeitable interest in the amounts credited to his or her Account attributable to his or her elective deferrals made in accordance with Section 4.1.

A Participant's right to the amounts credited to his or her Account attributable to Employer contributions made in accordance with Article 5 shall be determined in accordance with the relevant schedule and provisions in Section 7.01 of the Adoption Agreement. Upon a Separation from Service and after application of the provisions of Section 7.01 of the Adoption Agreement, the Participant shall forfeit the nonvested portion of his or her Account.

8.2. *Death*

The Plan Sponsor may elect to accelerate vesting upon the death of the Participant in accordance with Section 7.01(c) of the Adoption Agreement and/or to accelerate distributions upon death in accordance with Section 6.01(b) or Section 6.01(d) of the Adoption Agreement. If the Plan Sponsor does not elect to accelerate distributions upon death in accordance with Section 6.01(b) or Section 6.01(d) of the Adoption Agreement, the vested amount credited to the Participant's Account will be paid in accordance with the provisions of Article 9.

A Participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries in accordance with rules and procedures established by the Administrator. Whenever a Participant designates a new Beneficiary, all former Beneficiary designations by such Participant shall be revoked automatically. If a Participant and the Participant's spouse divorce, any designations of the spouse as Beneficiary shall become null and void. The former spouse shall be treated as the Beneficiary under the Plan only if after the divorce is final, the Participant expressly re-designates the former spouse as the Participant's Beneficiary.

A copy of the death notice or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's vested Account, such amount will be paid to his or her estate (such estate shall be deemed to be the Beneficiary for purposes of the Plan) in accordance with the provisions of Article 9.

8.3. *Disability*

If the Plan Sponsor has elected to accelerate vesting upon the occurrence of a Disability in accordance with Section 7.01(c) of the Adoption

Agreement and/or to permit distributions upon Disability in accordance with Section 6.01(b) or Section 6.01(d) of the Adoption Agreement, the determination of whether a Participant has incurred a Disability shall be based on the definition of Disability in Section 6.01(i) of the Adoption Agreement and in a manner consistent with the requirements of Code Section 409A.

Article 9 - Distribution of Benefits

9.1. Amount of Benefits

The vested amount credited to a Participant's Account as determined under Articles 6, 7 and 8 shall determine and constitute the basis for the value of benefits payable to the Participant under the Plan.

9.2. Method and Timing of Distributions

Except as otherwise provided in this Article 9, distributions under the Plan shall be made in accordance with the elections made or deemed made by the Participant under Article 4. Subject to the provisions of Section 9.6 requiring a six-month delay for certain distributions to Key Employees, distributions following a payment event shall commence at the time specified in Section 6.01(a) of the Adoption Agreement. If permitted by Section 6.01(g) of the Adoption Agreement, a Participant may elect, at least twelve months before a scheduled distribution event, to delay the payment date for a minimum period of sixty months from the originally scheduled date of payment, provided the election does not take effect for at least twelve months from the date on which the election is made. The distribution election change must be made in accordance with procedures and rules established by the Administrator. The Participant may, at the same time the date of payment is deferred, change the form of payment but such change in the form of payment may not effect an acceleration of payment in violation of Code Section 409A or the provisions of Treas. Reg. § 1.409A-2(b). For purposes of this Section 9.2, a series of installment payments is always treated as a single payment and not as a series of separate payments.

9.3. Unforeseeable Emergency

A Participant may request a distribution due to an Unforeseeable Emergency if the Plan Sponsor has elected to permit Unforeseeable Emergency withdrawals under Section 8.01(a) of the Adoption Agreement. The request must be in writing and must be submitted to the Administrator along with evidence that the circumstances constitute an Unforeseeable Emergency. The Administrator has the discretion to require whatever evidence it deems necessary to determine whether a distribution is warranted, and may require the Participant to certify that the need cannot be met from other sources reasonably available to the Participant. Whether a Participant has incurred an Unforeseeable Emergency will be determined by the Administrator on the basis of the relevant facts and circumstances in its sole discretion, but, in no event, will an Unforeseeable Emergency be deemed to exist if the hardship can be relieved: (a) through reimbursement or compensation by insurance or otherwise, (b) by liquidation of the Participant's assets to the extent such liquidation would not itself cause severe financial hardship, or (c) by cessation of deferrals under the Plan. A distribution due to an Unforeseeable Emergency must be limited to the amount reasonably necessary to satisfy the emergency need and may include any amounts necessary to pay any federal, state, foreign or local income taxes and penalties reasonably anticipated to result from the distribution. The distribution will be made in the form of a single lump sum cash payment. If permitted by Section 8.01(b) of the Adoption Agreement, a Participant's deferral elections for the remainder of the Plan Year will be cancelled upon a withdrawal due to an Unforeseeable Emergency. If the payment of all or any portion of the Participant's vested Account is being delayed in accordance with Section 9.6 at the time he or she experiences an Unforeseeable Emergency, the amount being delayed shall not be subject to the

provisions of this Section 9.3 until the expiration of the six month period of delay required by section 9.6.

9.4. Payment Election Overrides

If the Plan Sponsor has elected one or more payment election overrides in accordance with Section 6.01(d) of the Adoption Agreement, the following provisions apply. Upon the occurrence of the first event selected by the Plan Sponsor, the remaining vested amount credited to the Participant's Account shall be paid in the form designated to the Participant or his or her Beneficiary regardless of whether the Participant had made different

elections of time and/or form of payment or whether the Participant was receiving installment payments at the time of the event.

9.5.

Cashouts of Amounts Not Exceeding Stated Limit

If the vested amount credited to the Participant's Account does not exceed the limit established for this purpose by the Plan Sponsor in Section 6.01(e) of the Adoption Agreement at the time he or she incurs a Separation from Service for any reason, the Employer shall distribute such amount to the Participant at the time specified in Section 6.01(a) of the Adoption Agreement in a single lump sum cash payment following such Separation from Service regardless of whether the Participant had made different elections of time or form of payment as to the vested amount credited to his or her Account or whether the Participant was receiving installments at the time of such termination. A Participant's Account, for purposes of this Section 9.5, shall include any amounts described in Section 1.3.

9.6.

Required Delay in Payment to Key Employees

Except as otherwise provided in this Section 9.6, a distribution made on account of Separation from Service (or Retirement, if applicable) to a Participant who is a Key Employee as of the date of his or her Separation from Service (or Retirement, if applicable) shall not be made before the date which is six months after the Separation from Service (or Retirement, if applicable).

- (a) A Participant is treated as a Key Employee if: (i) he or she is employed by a Related Employer any of whose stock is publicly traded on an established securities market, and (ii) he or she satisfies the requirements of Code Section 416(i)(1)(A)(i), (ii) or (iii), determined without regard to Code Section 416(i)(5), at any time during the twelve month period ending on the Identification Date.
- (b) A Participant who is a Key Employee on an Identification Date shall be treated as a Key Employee for purposes of the six month delay in distributions for the twelve month period beginning on the first day of a month no later than the fourth month following the Identification Date. The Identification Date and the effective date of the delay in distributions shall be determined in accordance with Section 1.06 of the Adoption Agreement.

- (c) The Plan Sponsor may elect to apply an alternative method to identify Participants who will be treated as Key Employees for purposes of the six month delay in distributions if the method satisfies each of the following requirements: (i) is reasonably designed to include all Key Employees, (ii) is an objectively determinable standard providing no direct or indirect election to any Participant regarding its application, and (iii) results in either all Key Employees or no more than 200 Key Employees being identified in the class as of any date. Use of an alternative method that satisfies the requirements of this Section 9.6(c) will not be treated as a change in the time and form of payment for purposes of Treas. Reg. § 1.409A-2(b).
- (d) The six-month delay does not apply to payments described in Section 9.9(a), (b) or (d) or to payments that occur after the death of the Participant. If the payment of all or any portion of the Participant's vested Account is being delayed in accordance with this Section 9.6 at the time he or she incurs a Disability which would otherwise require a distribution under the terms of the Plan, no amount shall be paid until the expiration of the six month period of delay required by this Section 9.6.

9.7.

Change in Control

Administration Upon Change in Control. Upon a Change in Control, the Committee, as constituted immediately prior to such Change in Control, shall continue to act as the Committee. The individual who was the Chief Executive Officer of the Company (or if such person is unable or unwilling to act, the next highest ranking officer) prior to the Change in Control shall have the authority (but shall not be obligated) to appoint an independent third party to act as the Committee.

Upon such Change in Control, the Company may not remove the Committee, unless 2/3rds of the members of the Board of Directors of the Company and a majority of Participants and Beneficiaries with Account Balances consent to the removal and replacement of the Committee. Notwithstanding the foregoing, upon or after a Change in Control, neither the Committee nor the officer described above shall have authority to direct investment of trust assets under any rabbi trust described in Article 11 (which authority shall be exercised by the trustee of any such trust in accordance with the terms of the trust agreement).

The Participating Employer shall, with respect to the Committee identified under this Section: (i) pay all reasonable expenses and fees of the Committee, (ii) indemnify the Committee (including individuals serving as Committee members) against any costs, expenses and liabilities including, without limitation, attorneys' fees and expenses arising in connection with the performance of the Committee's duties hereunder, except with respect

to matters resulting from the Committee's gross negligence or willful misconduct, and (iii) supply full and timely information to the Committee on all matters related to the Plan, any trust, Participants, Beneficiaries and Accounts as the Committee may reasonably require.

If the Plan Sponsor has elected to permit distributions upon a Change in Control, the following provisions shall apply. A distribution made upon a Change in Control will be made at the time specified in Section 6.01(a) of the Adoption Agreement in the form elected by the Participant in accordance with the procedures described in Article 4. Alternatively, if the Plan Sponsor has elected in accordance with Section 11.02 of the Adoption Agreement to require distributions upon a Change in Control,

the Participant's remaining vested Account shall be paid to the Participant or the Participant's Beneficiary at the time specified in Section 6.01(a) of the Adoption Agreement as a single lump sum payment. A Change in Control, for purposes of the Plan, will occur upon a change in the ownership of the Plan Sponsor, a change in the effective control of the Plan Sponsor or a change in the ownership of a substantial portion of the assets of the Plan Sponsor, but only if elected by the Plan Sponsor in Section 11.03 of the Adoption Agreement. The Plan Sponsor, for this purpose, includes any corporation identified in this Section 9.7. All distributions made in accordance with this Section 9.7 are subject to the provisions of Section 9.6.

If a Participant continues to make deferrals in accordance with Article 4 after he or she has received a distribution due to a Change in Control, the residual amount payable to the Participant shall be paid at the time and in the form specified in the elections he or she makes in accordance with Article 4 or upon his or her death or Disability as provided in Article 8.

Whether a Change in Control has occurred will be determined by the Administrator in accordance with the rules and definitions set forth in this Section 9.7. A distribution to the Participant will be treated as occurring upon a Change in Control if the Plan Sponsor terminates the Plan in accordance with Section 10.2 and distributes the Participant's benefits within twelve months of a Change in Control as provided in Section 10.3.

(a) Relevant Corporations. To constitute a Change in Control for purposes of the Plan, the event must relate to: (i) the corporation for whom the Participant is performing services at the time of the

Change in Control, (ii) the corporation that is liable for the payment of the Participant's benefits under the Plan (or all corporations liable if more than one corporation is liable) but only if either the deferred compensation is attributable to the performance of services by the Participant for such corporation (or corporations) or there is a bona fide business purpose for such corporation (or corporations) to be liable for such payment and, in either case, no significant purpose of making such corporation (or corporations) liable for such payment is the avoidance of federal income tax, or (iii) a corporation that is a majority shareholder of a corporation identified in (i) or (ii), or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified in (i) or (ii). A majority shareholder is defined as a shareholder owning more than fifty percent (50%) of the total fair market value and voting power of such corporation.

- (b) Stock Ownership. Code Section 318(a) applies for purposes of determining stock ownership. Stock underlying a vested option is considered owned by the individual who owns the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). If, however, a vested option is exercisable for stock that is not substantially vested (as defined by Treas. Reg. § 1.83-3(b) and (j)) the stock underlying the option is not treated as owned by the individual who holds the option.
- (c) Change in the Ownership of a Corporation. A change in the ownership of a corporation occurs on the date that any one person or more than one person acting as a group, acquires ownership of stock of the corporation that,

together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. If any one person or more than one person acting as a group is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the stock of a corporation, the acquisition of additional stock by the same person or persons is not considered to cause a change in

the ownership of the corporation (or to cause a change in the effective control of the corporation as discussed below in Section 9.7(d)). An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the corporation acquires its stock in exchange for property will be treated as an acquisition of stock. Section 9.7(c) applies only when there is a transfer of stock of a corporation (or issuance of stock of a corporation) and stock in such corporation remains outstanding after the transaction. For purposes of this Section 9.7(c), persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time or as a result of a public offering. Persons will, however, be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase, or acquisition of stock, or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to ownership in that corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

(d) Change in the Effective Control of a Corporation. A change in the effective control of a corporation occurs on the date that either (i) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation, or (ii) a majority of members of the corporation's Board of Directors is replaced during any twelve month period by Directors whose appointment or election is not endorsed by a majority of the members of the corporation's Board of Directors prior to the date of the appointment or election, provided that for purposes of this paragraph (ii), the term corporation refers solely to the relevant corporation identified in Section 9.7(a) for which no other corporation is a majority shareholder for purposes of Section 9.7(a). In the absence of an event described in Section 9.7(d)(i) or (ii), a change in the effective control of a corporation will not have occurred. A change in effective control may also occur in any transaction in which either of the two corporations involved in the transaction has a change in the ownership of such corporation as described in Section 9.7(c) or a change in the ownership of a substantial portion of the assets of such corporation as described in Section 9.7(e). If any one person, or more than one person acting as a group, is considered to effectively control a corporation within the meaning of this Section 9.7(d), the acquisition of additional

control of the corporation by the same person or persons is not considered to cause a change in the effective control of the corporation or to cause a change in the ownership of the corporation within the meaning of Section 9.7(c). For purposes of this Section 9.7(d), persons will or will not be considered to be

acting as a group in accordance with rules similar to those set forth in Section 9.7(c) with the following exception. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

(e) Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets occurs on the date that any one person, or more than one person acting as a group (as determined in accordance with rules similar to those set forth in Section 9.7(d)), acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the corporation or the value of the assets being disposed of determined without regard to any liabilities associated with such assets. There is no Change in Control event under this Section 9.7(e) when there is a transfer to an entity that is controlled by the shareholders of the transferring corporation immediately after the transfer. A transfer of assets by a corporation is not treated as a change in ownership of such assets if the assets are transferred to (i) a shareholder of the corporation (immediately before the asset transfer) in exchange for or with respect to its stock, (ii) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the corporation, (iii) a person, or more than one person acting as

a group, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the corporation, or (iv) an entity, at least fifty (50%) of the total value or voting power of which is owned, directly or indirectly, by a person described in Section 9.7(e)(iii). For purposes of the foregoing, and except as otherwise provided, a person's status is determined immediately after the transfer of assets.

9.8.

Permissible Delays in Payment

Distributions may be delayed beyond the date payment would otherwise occur in accordance with the provisions of Articles 8 and 9 in any of the following circumstances (as long as the Employer treats all payments to similarly situated Participants on a reasonably consistent basis):

- (a) The Employer may delay payment if it reasonably anticipates that its deduction with respect to such payment would be limited or eliminated by the application of Code Section 162(m). Payment must be made during the Participant's first taxable year in which the Employer reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year the deduction of such payment will not be barred by the application of Code Section 162(m) or during the period beginning with the Participant's Separation from Service and ending on the later of the last day of the Employer's taxable year in which the Participant separates from service or

the 15th day of the third month following the Participant's Separation from Service. If a scheduled payment to a Participant is delayed in accordance with this Section 9.8(a), all scheduled payments to the Participant that could be delayed in accordance with this Section 9.8(a) will also be delayed.

- (b) The Employer may also delay payment if it reasonably anticipates that the making of the payment will violate federal securities laws or other applicable laws provided payment is made at the earliest date on which the Employer reasonably anticipates that the making of the payment will not cause such violation.

(c) The Employer reserves the right to amend the Plan to provide for a delay in payment upon such other events and conditions as the Secretary of the Treasury may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

9.9.

Permitted Acceleration of Payment

The Employer may permit acceleration of the time or schedule of any payment or amount scheduled to be paid pursuant to a payment under the Plan provided such acceleration would be permitted by the provisions of Treas. Reg. § 1.409A-3(j)(4), including the following events:

- (a) Domestic Relations Order. A payment may be accelerated if such payment is made to an alternate payee pursuant to and following the receipt and qualification of a domestic relations order as defined in Code Section 414(p).
- (b) Compliance with Ethics Agreement and Legal Requirements. A payment may be accelerated as may be necessary to comply with ethics agreements with the Federal government or as may be reasonably necessary to avoid the violation of Federal, state, local or foreign ethics law or conflicts of laws, in accordance with the requirements of Code Section 409A.
- (c) De Minimis Amounts. A payment may be accelerated if (i) the amount of the payment is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), and (ii) at the time the payment is made the amount constitutes the Participant's entire interest under the Plan and all other plans that are aggregated with the Plan under Treas. Reg. § 1.409A-1(c)(2).
- (d) FICA Tax. A payment may be accelerated to the extent required to pay the Federal Insurance Contributions Act tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2) of the Code with respect to compensation deferred under the Plan (the "FICA Amount"). Additionally, a payment may be accelerated to pay the income tax on wages imposed under Code Section 3401 of the Code on the FICA Amount and to pay the additional income tax at source on wages attributable to the pyramiding Code Section 3401 wages and taxes. The total payment under this subsection (d) may not exceed the aggregate of the FICA Amount and the income tax withholding related to the FICA Amount.
- (e) Section 409A Additional Tax. A payment may be accelerated if the Plan fails to meet the requirements of Code Section 409A; provided that such payment

may not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Code Section 409A.

- (f) Offset. A payment may be accelerated in the Employer's discretion as satisfaction of a debt of the Participant to the Employer, where such debt is incurred in the ordinary course of the service relationship between the Participant and the Employer, the entire amount of the reduction in any of the Employer's taxable years does not exceed \$5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.
- (g) Other Events. A payment may be accelerated in the Administrator's discretion in connection with such other events and conditions as permitted by Code Section 409A.

Article 10 - Amendment and Termination

10.1. *Amendment by Plan Sponsor*

The Plan Sponsor reserves the right to amend the Plan (for itself and each Employer) through action of its Board of Directors or other authorized person. No amendment can directly or indirectly deprive any current or former Participant or Beneficiary of all or any portion of his or her Account which had accrued and vested prior to the amendment.

10.2. *Plan Termination Following Change in Control or Corporate Dissolution*

If so elected by the Plan Sponsor in 11.01 of the Adoption Agreement, the Plan Sponsor reserves the right to terminate the Plan and distribute all amounts credited to all Participant Accounts within the 30 days preceding

or the twelve months following a Change in Control as determined in accordance with the rules set forth in Section 9.7. For this purpose, the Plan will be treated as terminated only if all agreements, methods, programs and other arrangements sponsored by the Related Employer immediately after the Change in Control which are treated as a single plan under Treas. Reg. § 1.409A-1(c)(2) are also terminated so that all Participants under the Plan and all similar arrangements are required to receive all amounts deferred under the terminated arrangements within twelve months of the date the Plan Sponsor irrevocably takes all necessary action to terminate the arrangements. In addition, the Plan Sponsor reserves the right to terminate the Plan within twelve months of a corporate dissolution taxed under Code Section 331 or with the approval of a bankruptcy court pursuant to 11 U. S. C. Section 503(b)(1)(A) provided that amounts deferred under the Plan are included in the gross incomes of Participants in the latest of (a) the calendar year in which the termination and liquidation occurs, (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture, or (c) the first calendar year in which payment is administratively practicable.

10.3. Other Plan Terminations

The Plan Sponsor retains the discretion to terminate the Plan if (a) all arrangements sponsored by the Plan Sponsor that would be aggregated with any terminated arrangement under Code Section 409A and Treas. Reg. § 1.409A-1(c)(2) are terminated, (b) no payments other than payments that would be payable under the terms of the arrangements if the termination had not occurred are made within twelve months of the termination of the arrangements, (c) all payments are made within twenty-four months of the date the Plan Sponsor takes all necessary action to irrevocably terminate and liquidate the arrangements, (d) the Plan Sponsor does not adopt a new arrangement that would be aggregated with any terminated arrangement under Code Section 409A and the regulations thereunder at any time within the three year period following the date of termination of the arrangement, and (e) the termination does not occur proximate to a downturn in the financial health of the Plan Sponsor. The Plan Sponsor also reserves the right to amend the Plan to provide that termination of the Plan will occur under such conditions and events as may be prescribed by the Secretary of the Treasury in generally applicable guidance published in the Internal Revenue Bulletin.

Article 11 - The Trust

11.1. *Establishment of Trust*

The Plan Sponsor may but is not required to establish a trust to hold amounts which the Plan Sponsor may contribute from time to time to correspond to some or all amounts credited to Participants under Section 6.2. In the event that the Plan Sponsor wishes to establish a trust to provide a source of funds for the payment of Plan benefits, any such trust shall be constructed to constitute an unfunded arrangement that does not affect the status of the Plan as an unfunded plan for purposes of Title I of ERISA and the Code. If the Plan Sponsor elects to establish a trust in accordance with Section 10.01 of the Adoption Agreement, the provisions of Sections 11.2 and 11.3 shall become operative.

11.2. *Trust*

Any trust established by the Plan Sponsor shall be between the Plan Sponsor and a trustee pursuant to a separate written agreement under which assets are held, administered and managed, subject to the claims of the Plan Sponsor's creditors in the event of the Plan Sponsor's insolvency. The Plan Sponsor must notify the trustee in the event of a bankruptcy or insolvency.

11.3. *Investment of Trust Funds*

Any amounts contributed to the trust by the Plan Sponsor shall be invested by the trustee in accordance with the provisions of the trust and the instructions of the Administrator. Trust investments need not reflect the hypothetical investments selected by Participants under Section 7.1 for the purpose of adjusting Accounts and the earnings or investment results of the trust need not affect the hypothetical investment adjustments to Participant Accounts under the Plan.

Article 12 - Plan Administration

12.1. *Powers and Responsibilities of the Administrator*

The Administrator has the full power and the full responsibility to administer the Plan in all of its details; subject, however, to the applicable requirements of ERISA. The Administrator's powers and responsibilities include, but are not limited to, the following:

- (a) To make and enforce such rules and procedures as it deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, its interpretation thereof to be final, except as provided in Section 12.2, on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To administer the claims and review procedures specified in Section 12.2;
- (e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;
- (f) To determine the person or persons to whom such benefits will be paid;
- (g) To authorize the payment of benefits;
- (h) To make corrections and recover the overpayment of any benefits;
- (i) To comply with the reporting and disclosure requirements of Part 1 of Subtitle B of Title I of ERISA;
- (j) To appoint such agents, counsel, accountants, and consultants as may be required to assist in administering the Plan;
- (k) By written instrument, to allocate and delegate its responsibilities, including the formation of an Administrative Committee to administer the Plan.

12.2. **Claims and Review Procedures**

(a) **Claims Procedure.** If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the person's right to bring a civil action following an adverse decision on review. If the claim involves a Disability, the denial must also include the standards that governed the decision, including the basis for disagreeing with any health care professionals, vocational professionals or the Social Security Administration as well as an explanation of the scientific or clinical judgment underlying the denial. Such notification will be given within 90 days (45 days in the case of a claim regarding Disability) after the claim is received by the Administrator. The Administrator may extend the period for providing the notification by 90 days (30 days in the case of a claim regarding Disability, which may be extended an additional 30 days) if special circumstances require an extension of time for processing the claim and if written notice of such extension and circumstance is given to such person within the initial 90 day period (45 day period in the case of a claim regarding Disability). If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his or her claim.

(b) **Review Procedure.** Within 60 days (180 days in the case of a claim regarding Disability) after the date on which a person receives a written notification of denial of claim (or, if written notification is not provided, within 60 days (180 days in the case of a claim regarding Disability) of the date denial is considered to have occurred), such person (or his or her duly authorized representative) may (i) file a written request with the Administrator for a review of his or her denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The notification will explain that the person is entitled to receive, upon request and free of charge, reasonable access to and copies of all pertinent documents

and has the right to bring a civil action following an adverse decision on review. The decision on review will be made within 60 days (45 days in the case of a claim regarding Disability). The Administrator may extend the period for making the decision on review by 60 days (45 days in the case of a claim regarding Disability) if special circumstances require an extension of time for processing the request such as an election by the Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period (45 days in the case of a claim regarding Disability). If the decision on review is not made within such period, the claim will be considered denied.

If the claim is regarding Disability, and the determination of Disability has not been made by the Social Security Administration, the Railroad Retirement Board, or under the Plan Sponsor's long-term disability plan, the person may, upon written request and free of charge, also receive the identification of medical or vocational experts whose advice was obtained in connection with the denial of a claim regarding Disability, even if the advice was not relied upon.

Before issuing any decision with respect to a claim involving Disability, the Administrator will provide to the person, free of charge, the following information as soon as possible and sufficiently in advance of the date on which the response is required to be provided to the person to allow the person a reasonable opportunity to respond prior to the due date of the response:

(i) Any new or additional evidence considered, relied upon, or generated by the Administrator or other person making the decision; and

(ii) A new or additional rationale if the decision will be based on that rationale.

(c) Exhaustion of Claims Procedures and Right to Bring Legal Claim.
No action at law or equity shall be brought more than one year after the Administrator's affirmation of a denial of a claim, or, if earlier,

more than four years after the facts or events giving rise to the claimant's allegation(s) or claim(s) first occurred.

12.3. *Plan Administrative Costs*

All reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator in administering the Plan shall be paid by the Plan to the extent not paid by the Employer.

Article 13 - Miscellaneous

13.1. *Unsecured General Creditor of the Employer*

Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer. For purposes of the payment of benefits under the Plan, any and all of the Employer's assets shall be, and shall remain, the general, unpledged, unrestricted assets of the Employer. Each Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

13.2. *Employer's Liability*

Each Employer's liability for the payment of benefits under the Plan shall be defined only by the Plan and by the deferral agreements entered into between a Participant and the Employer. An Employer shall have no obligation or liability to a Participant under the Plan except as provided by the Plan and a deferral agreement or agreements. An Employer shall have no liability to Participants employed by other Employers.

13.3. *Limitation of Rights*

Neither the establishment of the Plan, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to the Participant or any other person any legal or equitable right against the Employer, the Plan or the Administrator, except as provided herein; and in no event will the terms of employment or service of the Participant be modified or in any way affected hereby.

13.4.

Anti-Assignment

Except as may be necessary to fulfill a domestic relations order within the meaning of Code Section 414(p), none of the benefits or rights of a Participant or any Beneficiary of a Participant shall be subject to the claim of any creditor. In particular, to the fullest extent permitted by law, all such benefits and rights shall be free from attachment, garnishment, or any other legal or equitable process available to any creditor of the Participant and his or her Beneficiary. Neither the Participant nor his or her Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber, or assign any of the payments which he or she may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary to receive death benefits provided hereunder. Notwithstanding the preceding, the benefit payable from a Participant's Account may be reduced, at the discretion of the Administrator, to satisfy any debt or liability to the Employer.

13.5.

Facility of Payment

If the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his or her affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Employer to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments therefore, and any such payment to the extent thereof, shall discharge the liability of the Employer, the Plan and the Administrator for the payment of benefits hereunder to such recipient.

13.6.

Notices

Any notice or other communication to the Employer or Administrator in connection with the Plan shall be deemed delivered in writing if addressed to the Plan Sponsor at the address specified in Section 1.03 of the Adoption Agreement and if either actually delivered at said address or, in the case of a letter, five business days shall have elapsed after the same

shall have been deposited in the United States mails, first-class postage prepaid and registered or certified.

13.7. *Tax Withholding*

If the Employer concludes that tax is owing with respect to any deferral or payment hereunder, the Employer shall withhold such amounts from any payments due the Participant or from amounts deferred, as permitted by law, or otherwise make appropriate arrangements with the Participant or his or her Beneficiary for satisfaction of such obligation. Tax, for purposes of this Section 13.7 means any federal, state, local or any other governmental income tax, employment or payroll tax, excise tax, or any other tax or assessment owing with respect to amounts deferred, any earnings thereon, and any payments made to Participants under the Plan.

13.8. *Indemnification*

- (a) Each Indemnitee (as defined in Section 13.8(e)) shall be indemnified and held harmless by the Employer for all actions taken by him or her and for all failures to take action (regardless of the date of any such action or failure to take action), to the fullest extent permitted by the law of the jurisdiction in which the Employer is incorporated, against all expense, liability, and loss (including, without limitation, attorneys' fees, judgments, fines, taxes, penalties, and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Indemnitee in connection with any Proceeding (as defined in subsection (e)). No indemnification pursuant to this Section shall be made, however, in any case where (1) the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness or (2) there is a settlement to which the Employer does not consent.
- (b) The right to indemnification provided in this Section shall include the right to have the expenses incurred by the Indemnitee in defending any Proceeding paid by the Employer in advance of the final disposition of the Proceeding, to the fullest extent permitted by the law of the jurisdiction in which the Employer is incorporated;

provided that, if such law requires, the payment of such expenses incurred by the Indemnitee in advance of the final disposition of a Proceeding shall be made only on delivery to the Employer of an undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this Section or otherwise.

- (c) Indemnification pursuant to this Section shall continue as to an Indemnitee who has ceased to be such and shall inure to the benefit of his or her heirs, executors, and administrators. The Employer agrees that the undertakings made in this Section shall be binding on its successors or assigns and shall survive the termination, amendment, or restatement of the Plan.
- (d) The foregoing right to indemnification shall be in addition to such other rights as the Indemnitee may enjoy as a matter of law or by reason of insurance coverage of any kind and is in addition to and not in lieu of any rights to indemnification to which the Indemnitee may be entitled pursuant to the by-laws of the Employer.
- (e) For the purposes of this Section, the following definitions shall apply:
 - (i) "Indemnitee" shall mean each person serving as an Administrator (or any other person who is an employee, Director, or officer of the Employer) who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding, by reason of the fact that he or she is or was performing administrative functions under the Plan.
 - (ii) "Proceeding" shall mean any threatened, pending, or completed action, suit, or proceeding (including, without limitation, an action, suit, or proceeding by or in the right of the Employer), whether civil, criminal, administrative, investigative, or through arbitration.

13.9. Successors

The provisions of the Plan shall bind and inure to the benefit of the Plan Sponsor, the Employer and their successors and assigns and the Participant and the Participant's designated Beneficiaries.

13.10. Disclaimer

It is the Plan Sponsor's intention that the Plan comply with the requirements of Code Section 409A. Neither the Plan Sponsor nor the Employer shall have any liability to any Participant should any provision of the Plan fail to satisfy the requirements of Code Section 409A.

13.11. Governing Law

The Plan will be construed, administered, and enforced according to the laws of the State specified by the Plan Sponsor in Section 12.01 of the Adoption Agreement.

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David V. Goeckeler, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Western Digital Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ David V. Goeckeler

David V. Goeckeler

Chief Executive Officer

Dated: **October 30, 2024** January 30, 2025

Exhibit 31.2

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Wissam Jabre, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Western Digital Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d. Disclosed in this report any change in the registrant's internal control over

financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Wissam Jabre

Wissam Jabre

*Executive Vice President and Chief Financial Officer
(Principal Financial Officer)*

Dated: **October 30, 2024** **January 30, 2025**

Exhibit 32.1

The following certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350 and in accordance with SEC Release No. 33-8238. This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that Western Digital Corporation specifically incorporates it by reference.

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Western Digital Corporation, a Delaware corporation (the "Company"), hereby certifies, to his knowledge, that:

- (i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended **September 27, 2024** **December 27, 2024** (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David V. Goeckeler

David V. Goeckeler

Chief Executive Officer

Dated: **October 30, 2024** **January 30, 2025**

The following certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350 and in accordance with SEC Release No. 33-8238. This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that Western Digital Corporation specifically incorporates it by reference.

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Western Digital Corporation, a Delaware corporation (the "Company"), hereby certifies, to his knowledge, that:

- (i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended **September 27, 2024** **December 27, 2024** (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Wissam Jabre

Wissam Jabre

*Executive Vice President and Chief Financial Officer
(Principal Financial Officer)*

Dated: **October 30, 2024** **January 30, 2025**

DISCLAIMER

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