

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into this 29th day of February 2012, between Arturo Perez ("Employee") and World Micro Electronics Services ("Employer").

WHEREAS, Employee is currently employed by Employer;

WHEREAS, Employee and Employer have agreed that Employee shall conclude his employment with the Employer; and

WHEREAS, Employee and Employer desire to provide for certain termination benefits to which Employee would not otherwise be entitled and resolve any differences or disputes now existing or which may arise hereafter with respect to Employee's employment and the termination thereof.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Employee and Employer agree as follows:

- 1) Employee shall hereby conclude his employment, which is to be effective at the normal close of business on March 9 2012 (the "Severance Date").
- 2) Employee acknowledges that the Employer does not offer any severance or termination benefits and Employee is not entitled to receive any severance or termination benefits except as expressly provided herein below:
 - a) Employer will continue to pay Employee at Employee's current salary through and including the Severance Date in accordance with Employer's normal payroll practices;
 - b) Employer will pay Employee for an additional three (3) weeks commencing on the day after the Severance Date and concluding on the twenty first (21st) day thereafter (the "Benefit Period") in the form of salary continuation at Employee's current salary, in accordance with Employer's normal payroll practices; and
 - c) Employer will continue to provide coverage to Employee under its existing health plan on the same terms as currently exist through the earlier of the end of the Benefit Period, or the date Employee becomes (or could become) covered under any health plan of another employer.
- 3) Employee acknowledges and agrees that he is not entitled to and shall not receive any compensation for any accrued sick days, vacation days, personal days, bonus or otherwise.
- 4) Employee may revoke this Separation Agreement and General Release for a period of seven (7) days following the date of its execution. Any revocation within this period should be submitted in writing and state, "I hereby revoke my agreement to the Separation Agreement and General Release." The revocation must be personally delivered, or mailed and postmarked, within seven (7) days of execution of this Separation Agreement and General Release. This Separation Agreement and General Release shall not become effective or enforceable until the revocation period has expired.
- 5) Employee shall not disparage Employer or its subsidiaries, affiliates, officers, directors, shareholders, employees, agents or services to any third party, either orally or in writing.
- 6) Employee individually and on behalf of his heirs, executors, administrators and assigns hereby voluntarily, completely, unconditionally and irrevocably discharges and releases Employer, its subsidiaries, affiliates, officers, directors,

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employees, agents, predecessors, employee benefit plans and their fiduciaries, and other representatives of Employer, and their successors and assigns (the "Released Parties"), from any and all claims, demands, causes of action suits, charges, violation and/or liability whatsoever, known or unknown (including attorneys' fees, interest, expenses and costs actually incurred) involving any matter arising out of or in any way related, directly or indirectly, to Employee's employment with Employer or the termination thereof. The parties agree and acknowledge that the claims and actions released herein include without limitation, contract claims, benefit claims, tort claims, harassment, defamation and other personal injury claims, fraud claims, whistleblower claims, unjust, wrongful or constructive dismissal claims and any claims under any municipal, state or federal wage payment, discrimination or fair employment practices law, statute or regulation, and claims for costs, expenses and attorneys' fees with respect thereto.

- 7) For a period of two (2) years from and after the Severance Date, Employee shall not, directly or indirectly (a) induce or influence or attempt to induce or influence, any person who is an employee of the Employer (or who had been an employee of the Employer at any time during the preceding 12 months) to terminate their employment with the Employer or to accept employment with another Company, nor (b) aid, assist or abet any other person, firm or corporation in any of the activities prohibited in the immediately preceding clause (a).
- 8) You represent you have returned to the Employer any and all files, calendars, keys, distribution lists and any other information and records in your possession or under your control containing confidential or proprietary information concerning the Employer or its operations. You also represent that you have no such information and records in your possession or under your control at this time. You further represent that you have returned all keys or other Employer property in your possession.
- 9) Employer which was acquired during the course of Employee's employment to any person, firm, corporation, association or other entity.
- 10) Employee covenants and agrees to keep the terms of this Agreement confidential and shall not be disclosed by Employee to any persons other than Employee's counsel, accountant and members of Employee's immediate family.
- 11) This Agreement and Release contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and terminates any and all previous agreements of any kind whatsoever between the parties, whether written or oral, relating to your employment, compensation and benefits with the Employer and/or the termination thereof. This is an integrated document.
- 12) The parties agree that this Agreement and Release may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement and Release. In the event of litigation in connection with or concerning the subject matter of this Agreement and Release, the prevailing party shall recover all the party's costs, expenses and attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.
- 13) Employee acknowledges and agrees that if this Agreement is ever found to be invalid or unenforceable (in whole or in part) as to any particular type of claim or charge or as to any particular circumstances, it shall remain fully valid and enforceable as to all other claims, charges and circumstances. As to any actions, claims, or charges that would not be released because of the revocation, invalidity, or unenforceability of this Agreement, Employee agrees to return all consideration described above, as a prerequisite to asserting or bringing any such claims, charges or actions.

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- 14) Nothing in this Agreement is or shall be construed as an admission by Employer of any breach of any agreement or law or any intentional or unintentional wrongdoing of any nature. Employee acknowledges and agrees that Employee has not relied upon any representations of Employer except as set forth in this Agreement.
- 15) This Agreement shall be governed by and enforced in accordance with the laws of the State of California and all disputes regarding this Agreement shall be brought in the State of California.
- 16) Employee further acknowledges and agrees:
- a) THAT EMPLOYEE HAS READ THIS AGREEMENT;
 - b) THAT THIS AGREEMENT IS BEING ENTERED INTO FREELY AND VOLUNTARILY;
 - c) THAT EMPLOYEE UNDERSTANDS THIS AGREEMENT AND KNOWS THAT HE IS GIVING UP RIGHTS INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE EQUAL PAY ACT OF 1963, AND THE AMERICANS WITH DISABILITIES ACT OF 1990;
 - d) THAT EMPLOYEE CONSENTS TO EVERYTHING IN THIS AGREEMENT;
 - e) THAT EMPLOYEE HAS BEEN ADVISED AND HAS BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT;
 - f) THAT EMPLOYEE HAS BEEN GIVEN WHAT EMPLOYEE CONSIDERS TO BE A SUFFICIENT PERIOD OF TIME TO REVIEW AND CONSIDER THIS SEPARATION AGREEMENT AND GENERAL RELEASE BEFORE SIGNING IT; AND EMPLOYEE UNDERSTANDS THAT FOR A PERIOD OF SEVEN (7) DAYS AFTER SIGNING IT, EMPLOYEE MAY REVOKE EMPLOYEE'S ACCEPTANCE OF IT. IF EMPLOYEE REVOKES THIS AGREEMENT WITHIN THE SEVEN (7) DAY PERIOD, IT SHALL NOT BE EFFECTIVE OR ENFORCEABLE.
 - g) THAT THE PROVISIONS OF THIS SEPARATION AGREEMENT AND GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH EMPLOYEE AND EMPLOYER.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Employee:

Employer:

World Micro Electronics

Arturo Perez
Name

Daniel Johnston
Name

General Partner
Title

A. Perez 2/29/2012
Signature Date

[Signature] 2-29-2012
Signature Date