



## Privacy Shield Policy

This Privacy Shield Policy (“Policy”) describes how Alpha and Omega Semiconductor Limited (“AOS”) collects, uses, and discloses certain personally identifiable information received from the European Union, United Kingdom, and Switzerland in the U.S. (“Personal Data”). This Policy supplements AOS’s Privacy Policy located at <http://www.aosmd.com/privacy> and, unless specifically defined here, the terms in this Policy have the same meaning as in AOS’s Privacy Policy.

AOS complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (“Privacy Shield”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, United Kingdom and Switzerland to the U.S., respectively. AOS has certified to the Department of Commerce that it, along with all of the entities listed in its certification, adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Policy or AOS’s Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit [www.privacyshield.gov/](http://www.privacyshield.gov/). The Federal Trade Commission has jurisdiction over AOS’s compliance with the Privacy Shield.

## EU, U.K., and Swiss Personal Data Collection and Use

AOS’s Privacy Policy located at <http://www.aosmd.com/privacy> describes the categories of Personal Data that we may receive in the U.S. as well as the purposes for which we use that Personal Data. AOS will only process Personal Data in ways that are compatible with the purposes AOS collected it for or subsequently authorized by you. We will provide you with the opportunity to choose (opt out) before we use your Personal Data for a purpose that is materially different from the purposes for which it was originally collected or subsequently authorized by you. AOS maintains reasonable procedures to ensure that Personal Data is reliable for its intended use, accurate, complete, and current for as long as AOS retains such information.

## Data Transfers to Third Parties

Third-Party Agents or Service Providers. In some cases, we may transfer Personal Data to our third-party agents or service providers who perform functions on our behalf as described in AOS’s Privacy Policy. Where required by the Privacy Shield, we enter into written agreements with third-party agents or service providers limiting their use of the Personal Data to the specified services provided on our behalf, requiring them to provide at least the same level of protection that the Privacy Shield requires, and obligating them to notify us if they make a determination that they can no longer meet their obligation to provide the same level of protection as is required by the Privacy Shield. We take reasonable and appropriate steps to ensure that our third-party agents and service providers process Personal Data transferred in a manner consistent with our Privacy Shield obligations and to stop and remediate unauthorized processing. Under certain circumstances, we may remain liable under the Privacy Shield Principles if our agents process your EU, U.K., and/or Swiss Personal Data that we transfer to them in a manner inconsistent with the Privacy Shield Principles.

Transfers within a Controlled Group of Entities. If we transfer your EU, U.K., and/or Swiss Personal Data to one of our AOS-controlled affiliates or subsidiaries, we will ensure the continuity of protection of your Personal Data under the Privacy Shield.

Disclosures for National Security or Law Enforcement. Under certain circumstances, we may be required to disclose your Personal Data in response to valid requests by public authorities, including meeting national security or law enforcement requirements.

## Security

AOS maintains reasonable and appropriate security measures in accordance with the Privacy Shield to protect Personal Data from loss, misuse and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of the Personal Data.

## Choices and Access Rights

You may have the right to access the Personal Data that we hold about you and to request that we correct, amend, or delete it if it is inaccurate or has been processed in violation of the Privacy Shield, except where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where the rights of persons other than the individual would be violated. We may request specific information from you to confirm your identity and to better understand your request. If you would like to request access to, correction, amendment, or deletion of your Personal Data, you can submit a written request using by using our "Contact Us" information provided below. In some circumstances we may charge a reasonable fee for providing information about your Personal Data.

You may choose to unsubscribe from our marketing communications by following the instructions or unsubscribe mechanism in the message you received.

## Questions or Complaints

In compliance with the Privacy Shield Principles, AOS commits to resolve complaints about our collection or use of your personal information. EU, U.K., and Swiss individuals with inquiries or complaints regarding our Privacy Shield Policy should first contact us by using our "Contact Us" information provided below.

AOS has further committed to refer unresolved privacy complaints under the EU-U.S. and Swiss-U.S. Privacy Shield Principles to American Arbitration Association, a non-profit alternative dispute resolution provider located in the U.S. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <http://info.adr.org/safeharbor> for more information and to file a complaint. The services of American Arbitration Association are provided at no cost to you.

Binding Arbitration Under certain conditions, and as a last resort, it may be possible for you to invoke binding arbitration for complaints regarding Privacy Shield compliance not resolved by any of the other

Privacy Shield mechanisms. For additional information, see the U.S. Department of Commerce's Privacy Shield Framework: Annex I (Binding Arbitration).

## Contact Us

If you have any questions about this Policy or would like to request access to your Personal Data, please email us at [privacy@aos.com](mailto:privacy@aos.com).

## Updates/Effective Date

We reserve the right to amend this Policy from time to time. When we do amend this Policy, the revised Policy will be posted here so please visit this web page to view the most current Policy.

Effective date: March 25, 2019