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

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2014

OR

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

OR

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

Date of event requiring this shell company report: N/A

For the transition period from _____ to _____

Commission file number: 000-51380

Silicon Motion Technology Corporation

(Exact name of Registrant as specified in its charter)

Cayman Islands

(Jurisdiction of incorporation or organization)

8F-1, No. 36, Taiyuan St.,

Jhubei City, Hsinchu County 302

Taiwan

Tel: +886 3 552 6888

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(Address of principal executive offices)

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

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Ordinary shares, par value US\$0.01 per share*	Nasdaq Global Select Market
American Depositary Shares, each representing four ordinary shares	

* Not for trading, but only in connection with the listing on the Nasdaq Global Select Market of American Depositary Shares, or ADSs, each representing four ordinary shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

Securities registered or to be registered pursuant to Section 15(d) of the Act:

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 135,622,076 ordinary shares as of December 31, 2014, US\$0.01 par value per share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Sections 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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act): Yes No

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CONVENTIONS THAT APPLY TO THIS ANNUAL REPORT

Unless otherwise indicated, references in this annual report to:

- “ADRs” are to the American depositary receipts that evidence our ADSs;
- “ADSs” are to our American depositary shares, each of which represents four of our ordinary shares;
- “CAGR” are to compound annual growth rate;
- “China” or “PRC” are to the People’s Republic of China excluding the special administrative regions of Hong Kong and Macau;
- “Korea” are to the Republic of Korea, or South Korea;
- “Korea Won” are to the legal currency of South Korea;
- “Nasdaq” are to the Nasdaq Stock Market;
- “NT dollar,” “NT dollars” or “NT\$” are to New Taiwan dollars, the legal currency of Taiwan;
- “ROC” or “Taiwan” are to Taiwan, the Republic of China, the official name of Taiwan;
- “shares” or “ordinary shares” are to our ordinary shares, with par value US\$0.01 per share;
- “U.S. GAAP” are to generally accepted accounting principles in the United States;
- “U.S. dollar,” “U.S. dollars” or “US\$” are to United States dollars, the legal currency of the United States; and
- “we,” “us,” “our company,” “our,” “SMTC” and “Silicon Motion” are to Silicon Motion Technology Corporation, its predecessor entities and subsidiaries including but not limited to (i) Silicon Motion, Inc., incorporated in Taiwan, or SMI Taiwan, and formerly known as Feiya Technology Corporation, (ii) Silicon Motion, Inc., a California, USA, corporation, or SMI USA, and (iii) FCI Inc., incorporated in Korea, or FCI.

Silicon Motion, the Silicon Motion logo, FCI, the FCI logo, airRF, basicRF, ezRF, ezSYS, powerRF, twinRF, zipRF, zipSYS, VirtualZero, SSDLifeGuard, SSDLifeSaver, TurboMLC, FerriSSD, Ferri-eMMC, and NANDXtend are our trademarks or registered trademarks. We may also refer to trademarks of other corporations and organizations in this document.

Unless otherwise indicated, our financial information presented in this annual report has been prepared in accordance with U.S. GAAP.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains forward-looking statements. These forward-looking statements include statements regarding our financial position; our expectations concerning future operations, margins, profitability, liquidity and capital resources; our business strategy and other plans and objectives for future operations; and all other statements that are not historical facts. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “thinks,” “estimates,” “seeks,” “predicts,” “potential,” and similar expressions. Although we believe that these statements are based on reasonable assumptions, they are subject to numerous factors, risks and uncertainties that could cause actual outcomes and results to be materially different from those projected. These factors, risks and uncertainties include those listed under “Risk Factors” and elsewhere in this annual report. Those factors, among others, could cause our actual results and performance to differ materially from the results and performance projected in, or implied by, the forward-looking statements. They include:

- unpredictable volume and timing of customer orders, which are not fixed by contract but vary on a purchase order basis;
- the loss of one or more key customers or the significant reduction, postponement, rescheduling or cancellation of orders from these customers;
- general economic conditions or conditions in the semiconductor or consumer electronics market;
- decreases in the overall average selling prices of our products;
- changes in the relative sales mix of our products;
- the payment, or non-payment, of cash dividends in the future at the discretion of our board of directors;
- changes in our cost of finished goods;
- the availability, pricing and timeliness of delivery of other components and raw materials used in our customers’ products;
- our customers’ financial health, sales outlook, purchasing patterns and inventory adjustments based on consumer demand, market adoption of new technologies and general economic conditions;
- our ability to successfully develop, introduce and sell innovative, new or enhanced products in a timely manner; and
- the timing of new product announcements or introductions by us or by our competitors.

One or more of these factors could materially and adversely affect our operating results and financial condition in future periods. We cannot assure you that we will attain any meaningful estimates or maintain profitability or that the assumptions on which they are based are reliable.

Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this annual report. All forward-looking statements contained in this annual report are qualified by reference to this cautionary statement. As you read and consider this annual report, you should carefully understand that the forward-looking statements are not guarantees of performance or results.

PART I**ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS**

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION**Selected Consolidated Financial Data**

You should read the following information with our consolidated financial statements and related notes and “Item 5. Operating and Financial Review and Prospects” included elsewhere in this annual report.

The selected consolidated statements of income and cash flow data for the years ended December 31, 2012, 2013 and 2014 and the selected consolidated balance sheet data as of December 31, 2013 and 2014 are derived from our audited consolidated financial statements included elsewhere in this annual report and should be read in conjunction with, and are qualified in their entirety by reference to, these consolidated financial statements and related notes. The selected consolidated statements of income and cash flow data for the years ended December 31, 2010 and 2011 and the selected consolidated balance sheet data as of December 31, 2010, 2011 and 2012 are derived from our audited consolidated financial statements which are not included in this annual report. These consolidated financial statements are prepared in accordance with U.S. GAAP.

Effective January 1, 2012, we changed the reporting currency of our consolidated financial statements from the NT dollar to the U.S. dollar because of a change in the functional currency of our largest subsidiary, SMI Taiwan. The business profile of SMI Taiwan had changed because the primary factors affecting our business are now international in nature and the majority of our cash flows are now U.S. dollar denominated. We believe that this change provides greater alignment of our reporting currency with our most significant functional currency and underlying financial performance. Unless otherwise specified, all financial information included in this Form 20-F has been stated in U.S. dollars.

	Year Ended December 31,				
	2010 US\$	2011 US\$	2012 US\$	2013 US\$	2014 US\$
(in thousands, except for per share data)					
Consolidated Statements of Income Data:					
Net sales	132,793	223,845	281,370	225,308	289,323
Cost of sales	70,605	115,806	149,650	118,698	139,625
Gross profit	62,188	108,039	131,720	106,610	149,698
Operating expenses (income):					
Research and development	33,772	40,501	50,975	46,460	60,949
Sales and marketing	11,936	14,537	15,919	13,597	16,324
General and administrative	9,652	11,323	12,156	11,250	13,355
Amortization of intangible assets	2,081	694	—	—	—
Gain from settlement of litigation ⁽¹⁾	(1,273)	—	—	—	—
Total operating expenses	56,168	67,055	79,050	71,307	90,628
Operating income	6,020	40,984	52,670	35,303	59,070
Total non-operating income (loss)	(11,777)	6,232	1,664	1,845	1,498
Income (Loss) before income taxes	(5,757)	47,216	54,334	37,148	60,568
Income tax expense (benefit)	(519)	5,747	7,116	9,772	16,101
Net income (loss)	(5,238)	41,469	47,218	27,376	44,467

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	Year Ended December 31,				
	2010 US\$	2011 US\$	2012 US\$	2013 US\$	2014 US\$
(in thousands, except for per share data)					
Weighted average shares outstanding:					
Basic	116,159	123,082	129,259	132,259	134,604
Diluted	116,159	129,370	134,504	134,567	136,787
Earnings (Loss) per share:					
Basic	(0.05)	0.34	0.37	0.21	0.33
Diluted	(0.05)	0.32	0.35	0.20	0.33
Earnings (Loss) per ADS (2):					
Basic	(0.18)	1.35	1.46	0.83	1.32
Diluted	(0.18)	1.28	1.40	0.81	1.30

(1) Gain from favorable settlements of litigation with Advanced Semiconductor Engineering Inc. in 2010.

(2) Each ADS represents four ordinary shares.

	As of December 31,				
	2010 US\$	2011 US\$	2012 US\$	2013 US\$	2014 US\$
(in thousands)					
Consolidated Balance Sheet Data:					
Cash and cash equivalents	53,889	88,763	154,734	161,720	194,211
Other current assets	63,211	90,817	103,678	84,819	96,229
Working capital	89,333	136,856	202,015	205,872	233,986
Long-term investments	185	178	178	133	133
Property and equipment, net	25,507	24,728	23,386	30,195	35,537
Goodwill and intangible assets, net	35,996	35,458	35,472	35,474	35,467
Other non-current assets	8,716	7,382	4,298	4,422	5,345
Total assets	187,504	247,326	321,746	316,763	366,922
Total liabilities	30,143	45,826	59,480	46,066	62,822
Total shareholders' equity	157,361	201,500	262,266	270,697	304,100

Consolidated Cash Flow Data:					
Net cash provided by (used in) operating activities	(11,987)	54,261	69,236	49,128	68,725
Net cash provided by (used in) investing activities	(9,894)	(13,947)	(4,749)	(12,815)	(15,413)
Net cash provided by (used in) financing activities	—	2,294	224	(29,493)	(19,710)
Depreciation and amortization	4,775	5,580	5,881	6,429	6,917
Capital expenditures	(4,339)	(4,916)	(4,280)	(12,772)	(11,596)

Risk Factors

Because our operating results for any period could be adversely affected by a number of factors and may therefore fluctuate significantly, our annual and quarterly operating results are difficult to predict.

Our operating results have fluctuated in the past and could do so in the future. Fluctuations in our operating results may be due to a number of factors, including, but not limited to, those listed below and those identified throughout this “Risk Factors” section:

- competitive pressures and other factors such as the qualification, availability and pricing of competing products and technologies and the resulting effects on sales and pricing of our products;
- changes in demand for electronic devices into which our semiconductor solutions are directly or indirectly incorporated;

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- our customers' sales outlook, purchasing patterns and inventory adjustments based on market demand, adoption of new technologies and general economic conditions;
- the loss of one or more key customers or the significant reduction, timing or cancellation of orders from these customers;
- seasonality or cyclical fluctuations in our markets;
- our ability to develop or acquire, introduce, market and transition to volume production new or enhanced products and technologies in a cost-effective and timely manner;
- changes in supply and availability of flash memory components used in our customer's products;
- changes in our product mix or customer mix and their effect on our gross margin;
- changes in foreign currency exchange rates;
- the availability and pricing of third party semiconductor foundry services;
- unpredictable volume and timing of customer orders, which are not fixed by contract but vary on an order-to-order basis;
- deferrals or reductions of customer orders in anticipation of new products or product enhancements from us or our competitors or other providers of ICs;
- our ability to timely and accurately predict market requirements and evolving industry trends and to identify and capitalize upon opportunities in new markets; and
- the overall cyclical nature of, and changing economic and market conditions in, the semiconductor industry.

These and other factors make it difficult for us to assess our future performance. Our sales and operating results are difficult to predict and have in the past, and will likely in the future, fluctuate from period to period. We could fail to achieve the operating targets that we have announced, such as revenue growth, gross margin, and operating expense. In addition, our operating results in the future may be below the expectations of securities analysts or investors, which would likely cause the market price of our ADSs to decline. Any variations in our period-to-period performance may also cause the market price of our ADSs to fluctuate. Accordingly, you should not rely on the results of any prior periods as a reliable indicator of our future operating performance.

Our operating results and stock price may be adversely affected by worldwide economic uncertainties including political and social instability and industry-specific conditions in the markets we operate.

Disruptions or uncertainties in the economy, including any political and social instability may lead consumers and business to postpone spending. This in turn may cause our customers to cancel, decrease or delay their existing and future orders with us. Furthermore, we operate primarily in the semiconductor industry, which is cyclical in nature and subject to evolving industry standards. In the past, the semiconductor industry has experienced significant downturns characterized by decreases in product demand, excess customer inventories and accelerated erosion of prices. The semiconductor industry also periodically experiences increased demand and production capacity constraints, which may affect our ability to deliver products to our customers. Economic volatility can cause extreme difficulties for our customers and vendors in accurately forecasting and planning future business activities. This unpredictability could cause our customers to reduce spending on our products and services, which would delay and lengthen sales cycles. Furthermore, during challenging economic times our customers and vendors may face challenges in gaining timely access to sufficient credit, which could impact their ability to make timely payments to us. The accurate forecasting and planning for our operations heavily rely on these worldwide economic and industry-specific conditions, and the volatility and uncertainties associated with these factors may adversely affect our results of operation in a material manner.

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Since we have limited visibility as to the sales volume by our customers of devices using our products, our ability to accurately forecast future demand for and sales of our products is limited.

The majority of our products are integrated into devices that are sold directly or indirectly into consumer electronics markets which are difficult for us and our customers to accurately forecast as consumer electronics demand is subject to significant seasonality and fluctuations. Also, as significant portion of our quarterly sales are from orders received and fulfilled in that quarter, our visibility as to expected orders from our customers in subsequent periods and for any extended period of time is limited. Additionally, we depend upon our customers' procurement forecasts in order to forecast demand for our products, and our customers' procurement forecast may be subject to change. Our failure to accurately forecast demand for our products may result in lost sales or excess inventory and associated reserves or write-downs for our operations. Any of the aforementioned factors could affect sales of our products and thereby harm our business, financial condition and operating results.

If demand for our products declines in the major end-markets that we serve, our sales, net revenue and earnings will decrease.

Demand for our products is affected by a number of factors, including the general demand for the products in the end-markets that we serve and price attractiveness of the devices incorporating our products that our customers and vendors offer to end-markets. A significant amount of our sales revenue is derived from customers who use our microcontrollers in removable and embedded solid state storage solutions used in consumer electronics, such as smartphones, tablets, digital cameras, and notebook and desktop PCs. Any significant decrease in the demand for these devices in the end-market may decrease the demand for our semiconductor solutions and may result in a significant decrease in our revenues and earnings. Consumer electronic devices that use our components rapidly change as product capabilities are upgraded or new classes of products are introduced, and these changes may result in a significant reduction in demand for our products. We cannot give any assurance that there will not be any downturn in the future or that any future downturn will not affect our results of operations. Any significant decrease in demand for end-user applications of semiconductors will negatively affect our sales, net revenue and earnings.

We may make acquisitions that are dilutive to existing shareholders, resulting in unanticipated one-time charges or that may otherwise adversely affect our results of operations, and which may result in difficulties in assimilating and integrating the operations, personnel, technologies, products and information systems of acquired companies or businesses.

We continually evaluate and explore strategic opportunities as they arise, including business combinations and capital investments. If we issue equity securities in connection with an acquisition, the issuance may be dilutive to our existing shareholders. Alternatively, acquisitions made entirely or partially for cash would reduce our cash reserves.

Mergers and acquisitions of high-technology companies are inherently risky and subject to many factors outside of our control and no assurance can be given that our previous or future acquisitions will be successful and will not materially adversely affect our business, operating results, or financial condition. Failure to manage and successfully integrate acquisitions could materially harm our business and operating results. Even when an acquired company has already developed and marketed products, there can be no assurance that such products will be successful after our acquisition, will not cannibalize sales of our existing products, that product enhancements will be made in a timely fashion or that pre-acquisition due diligence will have identified all possible issues.

In April 2007 we completed the acquisition of FCI, a privately-held Korea-based fabless IC company focused on mobile TV and wireless communications RF applications, in November 2007 we acquired select parts of the Centronix mobile TV business of Korea Information Engineering Services Co., Ltd. ("Centronix") and in October 2011 we acquired select assets of BTL Systems, Inc. (hereafter "BTL") The products from our FCI, Centronix and BTL acquisitions are for the mobile communications market. In the fourth quarter of 2009, we

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determined that goodwill and certain long-lived assets relating to these products were impaired and recorded an impairment charge of US\$37.4 million. See “*We are exposed to potential impairment charges on intangible assets relating to recent acquisitions and on investments if business conditions deteriorate*” below. Risks arising from these or other future acquisitions could include among other things:

- our ability to accurately assess the business and prospects of an acquisition or the anticipated benefits of an acquisition;
- delays in or failure to complete the development and application of the acquired technologies or products;
- timing of the rollout and adoption of new applications and technology standards;
- our ability to successfully integrate acquired technologies, operations and personnel;
- failure to achieve projected results of an acquisition or inability to realize the anticipated benefits of an acquisition;
- disruption of our ongoing business;
- diversion of management and employees’ attention from other business activities;
- risks associated with entering into a geographic region or business market in which we have little or no prior experience and specifically managing personnel in these regions;
- difficulties in establishing and maintaining uniform standards, controls, policies and procedures;
- deficiencies in the internal control of any acquired company resulting in a material weakness in our overall internal control;
- our ability to recover costs of the acquisition or investment;
- amortization expenses and large and immediate write-offs;
- impairment charges related to goodwill or other assets;
- negative impact on our relationships with customers, vendors, suppliers or contractors;
- inability to retain key employees of an acquired business; and
- potentially dilutive issuance of equity securities.

In addition, future acquisitions could result in the incurrence of debt or contingent liabilities, adverse tax consequences, deferred compensation charges, dilution to future earnings, and large fees for professional advisor services, any of which could negatively impact our financial conditions or results of operations and could cause our stock price to decline. We may be unable to identify suitable acquisition candidates or investment opportunities or consummate any such transactions on terms and conditions that are acceptable to us, if at all.

We depend on a small number of customers for a significant portion of our revenues and a loss of some of these customers would result in the loss of a significant portion of our revenues.

We derived a substantial portion of our revenue from sales to a relatively small number of customers. As a result, the loss of any significant customer could materially and adversely affect our financial condition and results of operations. Sales to our five largest customers represented approximately 61%, 65% and 64% of our net revenue in 2012, 2013 and 2014, respectively. Sales to one customer in 2012 and two customers in 2013 and 2014 accounted for 10% or more of our net revenue, represented 35%, 46% and 47% of our net revenue in 2012, 2013 and 2014, respectively. In 2012, the significant customer was Samsung and in 2013 and 2014, Samsung and SK Hynix. The identities of our largest customers and their respective contributions to our net revenue have varied and will likely continue to vary from period to period.

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We expect that we will continue to depend on a relatively limited number of customers for a substantial portion of our net sales and our ability to maintain good relationships with these customers will be important to the ongoing success of our business. We cannot assure you that the revenue generated from these customers, individually or in the aggregate, will reach or exceed historical levels in any future period. Our failure to meet the demands of these customers could lead to a cancellation or reduction of business from these customers. In addition, loss, cancellation or reduction of business from, significant changes in scheduled deliveries to, or decreases in the prices of products sold to any of these customers could significantly reduce our revenues and adversely affect our financial condition and operating results. Moreover, any difficulty in collecting outstanding amounts due from our customers particularly customers who place large orders, would harm our financial performance. In addition, if our relationships with our largest customers are disrupted for any reason, it could have a significant impact on our business.

If the semiconductor industry suffers a shortage of flash memory, which is a key component in many of our customers' end products, our revenues could be adversely affected.

During many periods in past years, some of our customers have indicated that they were unable to acquire enough NAND flash memory to meet all of the anticipated demand for their products. Several manufacturers of flash memory have increased or are planning to increase manufacturing capacity for flash memory. However, we cannot assure you that there will continue to be enough additional capacity to satisfy worldwide demand for flash memory. Because flash memory is a key component in many of the products manufactured by our customers, if any shortage in the supply of flash memory occurs and is not remedied, our customers may not be able to purchase enough flash memory to manufacture their products and may therefore purchase fewer controllers from us than they would have otherwise purchased. Our ability to increase revenues and grow our profits could be materially and adversely affected as a result of any shortage or decrease in the supply of flash memory.

We operate in a rapidly changing industry, and our failure to anticipate and respond quickly to changing industry trends relating to technology, standards, and consumer demand could adversely affect our growth and profitability.

We operate in an intensely competitive industry that experiences rapid technological developments, changes in industry standards, changes in customer requirements, and frequent new product introductions and improvements. If we are unable to respond quickly and successfully to these developments, we may lose our competitive position, and our products or technologies may become uncompetitive. To compete successfully, we must maintain a successful R&D effort, develop new products and production processes, and improve our existing products and processes at the same pace or ahead of our competitors. Many types of events could have a variety of negative effects on our overall competitive position and our financial results, such as reducing our revenue, increasing our costs, lowering our gross margin percentage, lowering our operating profitability and requiring us to recognize impairments on our assets. We may not be able to develop and market new products successfully, new markets at which our products target may not grow as expected, the products we invest in and develop may not be well received by customers, and products developed and new technologies offered by others may affect demand for our products.

Currently, a significant majority of our sales are controllers used in NAND flash memory storage devices. If new technologies for storing digital media are developed that compete with flash memory technology or render it obsolete and if we are not able to shift our product offerings accordingly, demand for our products would likely decline and our business would be materially and adversely affected.

In addition, we may not have sufficient management resources to manage, R&D capabilities to address, and financial resources to fund all of the required research to develop future innovations and meet changing industry standards. Moreover, even if we have adequate management resources, R&D capabilities, and financial resources, our future innovations may be outpaced by competing innovations. As a result, we may lose customers and significant sales, and our business and operating results may be materially and adversely affected.

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We may be unsuccessful in developing and selling new products or in penetrating new markets required to maintain our competitiveness or expand our business.

We expect that a high percentage of our future sales will come from sales of new products. We sell products in markets that are characterized by rapid technological change, evolving industry standards, frequent new product introductions and products with short life cycles. The markets for some of these products are extremely competitive and may entail technologies that are new, immature and/or unpredictable to us. These markets and our endeavors to meet the markets may not develop into profitable opportunities and we have in the past invested substantial resources in emerging technologies that did not achieve the market acceptance and generate returns that we had expected. Recently, we have made significant investments in eMMC and Solid State Drive (“SSD”) controller technologies and LTE transceiver technology. Failure to grow our eMMC, SSD, LTE and other products or to recoup on our investments in these and other technologies could materially adversely affect our results of operations and future business outlook. As a result, it is difficult to anticipate our future revenue streams from, or provide assurances on the success and the sustainability of, our new products.

The average selling prices of our mobile storage products have historically decreased rapidly and will likely do so in the future, which could harm our revenue and profitability.

The products we develop and sell, especially those for mobile flash memory storage solutions, are used for high volume applications and many of them are subject to rapid declines in average selling prices. Our average selling prices have historically decreased significantly, and we believe that it is possible they may also fall in the future. We may experience period-to-period fluctuations in future operating results if our average selling prices decline. We may be forced to reduce the average unit price of our products in response to new product introductions by our competitors, competitive pricing pressures and other factors. The consumer electronics market is extremely cost sensitive, which may result in rapidly declining average selling prices of electronic devices and components, such as those made by us, used in devices and create downward pressure on our average selling prices and operating results. To maintain acceptable operating results, we will need to develop and introduce new products and product enhancements on a timely basis and continue to reduce our costs. We have also introduced products for the embedded storage market that typically experiences lesser degree of price declines. If we are unable to offset any reductions in our average selling prices by increasing our sales volumes or reducing corresponding production costs, or if we fail to gain more successes with embedded products or if we fail to develop and introduce new products and enhancements on a timely basis, our sales and operating results will be materially and adversely affected.

If we are unable to accurately predict our future sales and to appropriately budget for our expenses, our results of operations could suffer.

The rapidly changing nature of the global economy and the markets in which we sell our products limits our ability to accurately forecast quarterly and annual sales. Because many of our expenses are fixed in the short term or are incurred in advance of anticipated sales, we may not be able to decrease our expenses in a timely manner to offset any shortfall of sales, or expand our R&D and other operating infrastructure in a timely manner to capture anticipated business opportunities. If we expand our business operations and demand for our products does not increase as we may have projected, our operating results could be affected by our higher operating expense levels. Conversely, if we maintain or reduce our business operations and related expenses in accordance with our projections and demand for our products increases more than expected, our operating results could be affected by lost business opportunity, less competitive economies of scale, and damaged relationships with our customers.

A failure to accurately forecast customer demand may result in excess or insufficient inventory, which may increase our operating costs and harm our business.

To ensure the availability of our products for our customers, in some cases we cause our manufacturers to begin manufacturing our products based on forecasts provided by these customers in advance of receiving

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purchase orders. However, these forecasts do not represent binding purchase commitments, and we do not recognize revenue from these products until they are shipped to the customer. As a result, we incur inventory and manufacturing costs in advance of anticipated revenue. Because demand for our products may not materialize, manufacturing based on forecasts subjects us to risks of high inventory carrying costs and increased obsolescence and may increase our costs. If we overestimate customer demand for our products or if purchase orders are cancelled or shipments delayed, we may end up with excess inventory that we cannot sell, which could have a material and adverse effect on our financial results. Conversely, if we underestimate demand, we may not have sufficient product inventory and may lose market share and damage customer relationships, which could also harm our business.

The loss of any of our key personnel or the failure to attract or retain specialized technical and management personnel could impair our ability to grow our business.

We rely heavily on the services of our key employees, including Wallace C. Kou, our President and Chief Executive Officer. In addition, our engineers and other key technical personnel are a significant asset and are the source of our technological and product innovations. We believe our future success will depend upon our ability to retain these key employees and our ability to attract and retain other skilled managerial, engineering, technical and sales and marketing personnel. The competition for such personnel, particularly technical personnel, is intense in our industry. We may not be successful in attracting and retaining sufficient numbers of technical personnel to support our anticipated growth. These technical personnel are required to design and develop integrated circuits, including firmware, and to introduce product enhancements for use in future applications. Despite the incentives we provide, our current employees may not continue to work for us, and if additional personnel were required for our operations, we may not be able to obtain the services of additional personnel necessary for our growth. In addition, we do not maintain “key person” life insurance for any of our senior management or other key employees. The loss of any of our key employees or our inability to attract or retain qualified personnel, including engineers, could delay the development and introduction of, and have an adverse effect on our ability to sell, our products as well as have an adverse effect on our overall growth.

In addition, if any other members of our senior management or any of our other key personnel join a competitor or form a competing company, we may not be able to replace them easily and we may lose customers, business partners, key professionals and staff members. Substantially all of our senior executives and key personnel have entered into confidentiality and non-disclosure agreements. In the event of a dispute between any of our senior executives or key personnel and our operating companies in Taiwan, China or Korea, we cannot assure you the extent, if any, to which these provisions may be enforceable in Taiwan, China, or Korea due to constant evolving nature of the Taiwanese, Chinese, or Korean legal systems.

We may not be able to deliver our products on a timely basis if our relationships with our suppliers, our semiconductor foundries or our assembly and test subcontractors are disrupted or terminated.

We do not own or operate semiconductor fabrication facilities. Instead, we rely on third parties to manufacture our semiconductors. Two outside foundries, Taiwan Semiconductor Manufacturing Company (“TSMC”) and Semiconductor Manufacturing International Corporation (“SMIC”), with fabs in Taiwan, Singapore, and China currently manufacture the majority of our semiconductors. As a result, we face several significant risks, including higher wafer prices, availability of wafers and other raw materials, lack of manufacturing capacity, quality assurance, manufacturing yields and production costs, limited control over delivery schedules and product quality, increased exposure to potential misappropriation of our intellectual property, labor shortages or strikes and actions taken by third party contractors that breach our agreements.

The ability of each foundry to provide us with semiconductors is limited by its available capacity and access to wafers. We do not have long-term agreements with any of these foundries and we place orders on a purchase order basis. We place our orders based on our customers’ purchase orders and sales forecasts. However, the foundries can allocate capacity to the production of the products of their other customers and reduce deliveries to

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us on short notice or increase the price they charge us. It is possible that other foundry customers that are larger and better financed than we are, or have long-term agreements with these foundries, may induce these foundries to reallocate capacity to them. Any reallocation could impair our ability to secure manufacturing capacity that we need for our products. In addition, interruptions to the wafer manufacturing processes caused by a natural disaster or human error could result in partial or complete disruption in supply until we are able to shift manufacturing to another fabrication facility. It may not be possible to obtain sufficient capacity or comparable production costs at another foundry. Migrating our design methodology to a new third-party foundry could involve increased costs, resources and development time comparable to a new product development effort. Any reduction in the supply of semiconductors for our products could significantly delay our ability to ship our products and potentially have negative effects on our relationships with existing customers and our results of operations. In addition, if our subcontractors terminate their relationships with us, we would be required to qualify new subcontractors, which could take as long as six months, resulting in unforeseen operating problems, and our operating results may be materially and adversely affected.

If the foundries that provide us with the products for our operations do not achieve satisfactory yield or quality, or if the assembly and testing services fail us in the quality of their output, then our revenue, operating results and customer relationships will be affected.

The manufacture of semiconductors is a highly complex process. Minor deviations in the manufacturing process can cause substantial decreases in yield. In some situations, such deviations may cause production to be suspended. The foundries that manufacture our semiconductors have from time to time experienced lower than anticipated manufacturing yields, including yields for our semiconductors, typically during the production of new products or architectures or during the installation and start-up and ramp-up of new process technologies or equipment. If the foundries that manufacture our semiconductors do not achieve planned yields, our product costs could increase and product availability would decrease.

After the wafer fabrication processes, our wafers are shipped to our assembly and testing subcontractors. We have a system to maximize consistent product quality, reliability and yield that involves our quality assurance team working closely with subcontractors in the various phases of the assembly and testing processes. Our supplier quality management includes procedures such as processes to pre-qualify our manufacturing suppliers and subcontractors. However, despite our efforts to strengthen supplier quality management, if our foundries fail to deliver fabricated silicon wafers of satisfactory quality in the volume and at the price we require, or if our assembly and testing subcontractors fail to efficiently and accurately assemble and test our products, we will be unable to meet our customers' demand for our products or to sell those products at an acceptable profit margin, which would have a material and adverse effect on our sales and margins and damage our customer relationships.

Failure to protect our proprietary technologies or maintain the right to certain technologies may negatively affect our ability to compete.

We believe that the protection of our intellectual property rights is and will continue to be important to the success of our business. We rely on a combination of patent, copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. We also enter into confidentiality or license agreements with our employees, business partners and other third parties, and have implemented procedures to control access to and distribution of our documentation and other proprietary information. Despite these efforts, we cannot assure you that these measures will provide meaningful protection of our intellectual property rights. Further, these agreements do not prevent others from independently developing technologies that are equivalent to or superior to our technology. In addition, unauthorized parties may attempt to copy or otherwise obtain and use our proprietary technology. Monitoring unauthorized use of our technology is difficult and we cannot be certain that the steps we have taken will prevent unauthorized use of our technology, particularly in foreign countries such as Taiwan, Korea, and China where the laws may not protect our proprietary rights as fully as do the laws of the United States. In addition, if the foundries that manufacture our semiconductors lose control of our intellectual property, it could be more difficult for us to take remedial measures because our foundries are

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located in countries that do not have the same protection for intellectual property that is provided in the United States. Also, some of our contracts, including license agreements, are subject to termination upon certain types of change-of-control transactions.

As of March 31, 2015, we had 593 patents and 740 patent applications pending in five countries. We cannot be certain that patents will be issued as a result of our pending applications nor can we be certain that any issued patents would protect or benefit us or give us adequate protection from competing products. For example, issued patents may be circumvented or challenged and declared invalid or unenforceable or provide only limited protection for our technologies. We also cannot be certain that others will not design around our patented technology, independently develop our unpatented proprietary technology or develop effective competing technologies on their own.

Failure to successfully defend against intellectual property lawsuits brought against us may adversely affect our business.

Companies in and related to the semiconductor industry often aggressively protect and pursue their intellectual property rights. From time to time, we have received, and may continue to receive, notices that claim we have infringed upon, misappropriated or misused other parties' proprietary rights. Moreover, in the past we have been engaged in litigation with parties that claim that we infringed their patents or misappropriated or misused their trade secrets. In addition, we or our customers may be sued by other parties that claim that our products have infringed their patents or misappropriated or misused their trade secrets, or that may seek to invalidate one or more of our patents. An adverse determination in any of these types of disputes could prevent us from manufacturing or selling some of our products, increase our costs of revenue and expose us to significant liability. Any of these claims may materially and adversely affect our business, financial condition and results of operations. For example, in a patent or trade secret action, a court could issue a preliminary or permanent injunction that would require us or our customer(s) to withdraw or recall certain products from the market or redesign certain products offered for sales or under development. We may also be liable for damages for past infringement and royalties for future use of certain technologies. See "Legal Proceedings," below.

In addition, any litigation to defend ourselves against claims that we have infringed the intellectual property rights of others, could, regardless of the ultimate outcome, materially and adversely affect our operating results by requiring us to incur significant legal expenses and diverting the resources of the company and the attention of our management team.

Because the markets in which we compete are highly competitive and many of our competitors have greater resources than we have, we cannot be certain that our products will compete favorably in the marketplace.

We face competition from a large number of competitors in each of our target markets. Our competitors in our mobile storage market include Alcor Micro, ASolid, Marvell, and Phison. In the mobile communications market, the companies with whom we compete include Raontech and Fujitsu. We also face competition from our customers' internal products and expect to face increased competition in the future from our current and potential competitors. In addition, some of our customers have developed products and technologies that could replace their need for our products or otherwise reduce their demand for our products.

Some of our current and potential competitors have longer operating histories, greater name recognition, access to larger customer bases and significantly greater financial, sales and marketing, manufacturing, distribution, technical and other resources than we have. As a result, they may be able to respond more quickly to changing customer demands or to devote greater resources to the development, promotion and sales of their products than we can. Our current and potential competitors may develop and introduce new products that will be priced lower, provide superior performance or achieve greater market acceptance than our products. In addition, in the event of a manufacturing capacity shortage, these competitors may be able to obtain capacity when we are unable to do so.

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The consumer electronics market, which is the principal end market for our products, has historically been subject to intense price competition. In many cases, low-cost, high-volume semiconductor component producers have entered markets and driven down profit margins. If a low-cost, high-volume producer should develop products that compete with our products, our sales and profit margins would suffer.

Our products must meet exacting specifications and undetected defects and failures may occur, which may cause customers to return or stop buying our products and may expose us to product liability risk and risks of indemnification against defects in our products.

Our products are complex and may contain undetected hardware or software defects or failures, especially when first introduced or when new versions are released. These errors could cause us to incur significant re-engineering costs, divert the attention of our engineering personnel from product development efforts and materially affect our customer relations and business reputation. If we deliver products with errors or defects, our credibility and the market acceptance and sales of our products could be harmed. Defects could also lead to liability for defective products as a result of lawsuits against us or against our customers. We have agreed to indemnify some of our customers in some circumstances against liability from defects in our products. A successful warranty or product liability claim could require us to make significant payments.

Our intellectual property indemnification practices may adversely impact our business.

We may be required to indemnify our customers and our third-party intellectual property providers for certain costs and damages of intellectual property infringement in circumstances where our products are a factor in creating infringement exposure. In the contracts under which we sell semiconductor products, we may have agreed to indemnify our customers against losses arising out of claims of unauthorized use of intellectual property. In some of our licensing agreements, we have agreed to indemnify the licensee against losses arising out of or related to our conduct or services. We cannot assure you that claims for indemnification will not be made or that these claims would not have a material and adverse effect on our business, operating results or financial condition.

We are exposed to potential impairment charges on intangible assets relating to recent acquisitions and on investments if business conditions deteriorate.

We are required to perform testing for impairment losses relating to long-lived assets used in operations when indicators of impairment, such as reductions in demand or significant economic slowdowns in our business, are present. Through our acquisitions of FCI and other assets, we acquired core technology, customer relationships, goodwill and other intangible assets. The carry value of goodwill relating to these acquisitions must be assessed for impairment at least on an annual basis. In November 2009, we recorded US\$6.6 million of impairment charges relating to our long-lived assets and determined that our goodwill balance was impaired, and wrote down the goodwill balance by US\$30.8 million. As of December 31, 2014, we had goodwill associated with our acquisitions of US\$35.5 million. Although we recorded an impairment on goodwill and other long-lived assets in 2009, we cannot be certain that these assets will not be subject to further write-downs in future periods and may record further impairment charges if sales of our LTE transceivers and mobile TV SoCs do not grow as expected.

We have not made any passive investments in private companies since February 2007. If the companies in which we have invested in are unable to execute their plans and succeed in their respective markets, we may not benefit from such investments, and we could potentially lose the amounts we invested. We evaluate our investments on a regular basis to determine if impairments have occurred and have recorded impairment charges in past years. These and future impairment charges could have a material and adverse impact on our operating results. In 2012, 2013 and 2014, there were no impairments recorded.

Any failure to achieve and maintain effective internal controls could have a material adverse effect on our business, results of operations and the market price of our ADSs.

We are subject to reporting obligations under securities laws of the United States. The Securities and Exchange Commission, or the SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, adopted rules requiring every public company to include in its annual report management's assessment of the effectiveness of the company's internal controls over financial reporting. In addition, an independent registered public accounting firm must attest to and report on the effectiveness of the company's internal controls over financial reporting.

Our management and independent registered public accounting firm have concluded that our internal controls as of December 31, 2014 are effective. However, we cannot assure you that in the future we or our independent registered public accounting firm will not identify material weakness during the audit process or for other reasons. In addition, because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. As a result, if we fail to maintain effective internal controls over financial reporting or should we be unable to prevent or detect material misstatements due to error or fraud on a timely basis, investors could lose confidence in the reliability of our financial statements, which in turn could harm our business and results of operations, negatively impact the market price of our ADSs and harm our reputation.

Laws and regulations to which we are subject, as well as customer requirements in the area of environmental protection and social responsibility, could impose substantial costs on us and may adversely affect our business.

We are subject to various state, federal and international laws and regulations governing the environment, including restricting the presence of certain substances in electronic products. In addition, we are also subject to various industry requirements restricting the presence of certain substances in electronic products. Although our management systems are designed to maintain compliance, we cannot assure you that we have been or will be at all times in complete compliance with such laws and regulations. If we violate or fail to comply with any of them, a range of consequences could result, including fines, import/export restrictions, sales limitations, criminal and civil liabilities or other sanctions.

Recently there has been increased focus on environmental protection and social responsibility initiatives. We may be required or choose to implement various standards or processes due to the adoption of rules or regulations that result from these initiatives, such as the recently adopted United States rules on the disclosure of the use of "conflict minerals." Our customers may also require us to implement environmental or social responsibility procedures or standards before they will continue to do business with us or order new products from us. Our adoption of these procedures or standards could be costly, and our failure to adopt these standards or procedures could result in the loss of business, fines or other costs.

Our stock price has been, and may continue to be, volatile, which could result in investors losing all or part of their investments.

Since we completed our initial public offering in June 2005, the market price of our ADSs has been and likely will continue to be highly volatile and could be subject to wide fluctuations in response to numerous factors, including the following:

- actual or anticipated variations in our quarterly operating results or those of our competitors, customers, or NAND flash vendors;
- actual or anticipated changes in NAND flash supply-demand dynamics;
- actual or anticipated changes in our market share or the market share of our competitors;
- the commencement or results of litigation;

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- announcements by us, our competitors, our customers, or their other suppliers of new products or technological innovations;
- changes in financial estimates or recommendations by securities analysts;
- the payment or non-payment of cash dividends at the discretion of our board of directors;
- the announcement and implementation of share repurchase programs;
- announcements by us or our competitors of significant acquisitions, divestitures or partnerships; and
- actual or anticipated changes in the global economic or industry outlook.

Many of these factors are beyond our control and may negatively impact the market price of our ADSs, regardless of our performance. In addition, the stock market in general, and the market for technology and semiconductor companies in particular, have been highly volatile. Our ADSs may not trade at the same price levels as that of other semiconductor and technology companies, and shares of semiconductor and technology companies, in general, may not sustain their current market prices. These fluctuations as well as general economic, political, and market conditions may have an adverse effect on the market price of our ADSs.

There can be no assurance that we will continue to declare cash dividends on a quarterly basis, if at all or in any particular amounts.

Our Board of Directors declared payment of our first quarterly dividend on our common stock in January 2013 and the first dividend payment was made on March 4, 2013. Our Board of Directors has subsequently declared and paid dividends in each successive quarter, including in 2014. The continuation of declaring quarterly dividends or if at all, depends on, among other things, that the dividend payment is in the best interests of our shareholders, our results of operations, capital availability and future capital requirements, financial condition, statutory requirements, and other factors that the board of directors may deem relevant. The decision of any declaration of dividend payment, the amount and the frequency of such, if at all, is the discretion of our Board of Directors. Our dividend payments may change from time to time, and we cannot provide assurance that we will continue to declare dividends, if at all or in any particular amounts. A reduction in or elimination of our dividend payments could have a negative effect on our share price.

If we are characterized as a passive foreign investment company, U.S. Holders may experience adverse tax consequences.

Based on the present and projected composition of our income and valuation of our assets, we believe we are not currently classified as a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes. We will generally be classified as a PFIC for any taxable year in which either (a) at least 75% of our gross income is passive income or (b) at least 50% of the value (determined on the basis of a quarterly average) of our assets is attributable to assets that produce or are held for the production of passive income. If we are characterized as a PFIC, U.S. Holders may experience adverse tax consequences. See “ITEM 10. ADDITIONAL INFORMATION -Taxation-United States Federal Income Taxation.”

We are subject to risks associated with international operations which may harm our business.

We conduct our business worldwide. We are headquartered in Taiwan and have most of our operations outside of the United States. We undertake our design and development activities primarily in Korea and Taiwan. Our integrated circuits are manufactured, assembled, tested and packaged by third-parties located primarily in China, Korea, and Taiwan. We generated 93%, 90% and 91% of our revenue in 2012, 2013 and 2014, respectively, from sales to customers outside the United States. International operations are subject to many other inherent risks, including but not limited to:

- international economic and political conditions, such as political tensions between countries in which we do business (please also refer to Risk Factors relating to Taiwan and Korea);
- unexpected changes in, or impositions of, legislative or regulatory requirements;

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- complying with a variety of foreign laws;
- differing legal standards with respect to protection of intellectual property and employment practices;
- cultural differences in the conduct of business;
- inadequate local infrastructure that could result in business disruptions;
- exporting or importing issues related to export or import restrictions, tariffs, quotas and other trade barriers and restrictions;
- financial risks such as longer payment cycles and difficulty in collecting accounts receivable;
- adverse taxes rules, regulations and penalties; and
- Other factors beyond our control such as nature disasters, terrorism, civil unrest, war and diseases such as severe acute respiratory syndrome, the Avian influenza, and the Swine influenza.

Although our reporting currency is the U.S. dollar, and the majority of our sales and cost of sales are denominated in the U.S. dollar, the majority of our operating expenses are denominated in the NT dollar, and to a lesser extent Korean won, Chinese renminbi, and U.S. dollar. The functional currency of our Korean operations is the Korean Won. As a result, appreciation or depreciation of other currencies in relation to the U.S. dollar could result in material transaction and translation gains or losses that could adversely affect, or cause fluctuations in, our results of operations. We do not currently engage in currency hedging activities.

Parts of the world, including Taiwan, Japan, China and the United States are susceptible to earthquakes. In 1999, 2008, and 2011 Taiwan, China, and Japan respectively, experienced severe earthquakes that caused significant property damage and loss of life. Although the 1999, 2008 and 2011 earthquakes did not have a material impact on our business, a major earthquake and consequent disruptive events could severely disrupt the normal operations of our business and have a material and adverse effect on our financial condition and operating results.

We face substantial political risks associated with doing business in Taiwan because of the tense political relationship between Taiwan and the People's Republic of China.

While we also, through our acquisition of FCI, maintain substantive operations in Korea, our principal executive offices and a majority of our employees and a significant portion of our research and development and operations are based in Taiwan. In addition, most of our foundries and assembly and testing suppliers such as TSMC, SMIC, Advanced Semiconductor Engineering Group (“ASE”), Siliconware Precision Industries Co., Ltd. (“SPIL”), Taiwan IC Packing Corp. (“TICP”), King Yuan Electronics Corp. (“KYEC”), and Youngtek Electronics Corp. (“YTEC”) are located in either Taiwan or China. Accordingly, our business and results of operations and the market price of our ADSs may be affected by changes in Taiwan or China governmental policies, taxation, inflation or interest rates and by social instability and diplomatic and social developments in or affecting Taiwan that are outside of our control. Taiwan has a unique international political status. China does not recognize the sovereignty of Taiwan. Although there have been significant economic and cultural ties between Taiwan and China in recent years, the political relations have often been strained. The government of China has indicated that it may use military force to gain control over Taiwan, particularly under what it considers as highly provocative circumstances, such as a declaration of independence by Taiwan or the refusal by Taiwan to accept China’s “One China” policy. On March 14, 2005, the National People’s Congress of China passed what is widely referred to as the “anti-secession” law, a law authorizing the Chinese military to attack Taiwan in order to block moves by Taiwan toward formalizing independence.

Past and recent developments in relations between Taiwan and China have on occasion depressed the market prices of the securities of Taiwanese companies or companies with significant business activities in Taiwan. We cannot assure you any contentious situations between Taiwan and China will always resolve in maintaining the current status quo or remain peaceful. Relations between Taiwan and China and other factors affecting military, political or economic conditions in Taiwan could have a material adverse effect on our financial condition and results of operations, as well as the market price and the liquidity of our ADSs.

We face substantial political risk associated from doing business in South Korea because of tensions in the political relationship between South Korea and North Korea.

Relations between South Korea and North Korea have been tense over most of South Korea's history. In recent years, there have been heightened security concerns stemming from North Korea's nuclear weapons and ballistic missile capabilities and uncertainty regarding North Korea's actions and possible responses from the international community. More recent concerns over North Korea's nuclear and ballistic missile testing programs, hostile and threatened actions by North Korea against South Korea, North Korea's leadership succession, and relations between the United States and North Korea, have created a global security issue that may adversely affect South Korean business and economic conditions. South Korea was not a signatory of the armistice agreement that ended the Korean War, and since no peace treaty was signed between South Korea and North Korea, the two countries are technically still at war. We cannot assure you as to whether or when this situation will be resolved or change abruptly as a result of current or future events, including, without limitation, the effects, if any, of (i) the transition of the "Supreme Leader" to Kim Jong Un that began after the passing of Kim Jong Il in 2011, (ii) recent increases to previously imposed UN sanctions on North Korea, (iii) the effects of the denial of access to South Koreans who manage jointly run factories in the North Korean city of Kaesong and (iv) the general increase in overtures and rhetoric by the North Korean government with respect to its nuclear capabilities and willingness to use such weapons as they see fit. We cannot give any assurance that the level of instability and tension in the Korean peninsula will not escalate in the future, or that the political regime in North Korea may not suddenly collapse. An adverse change in economic or political conditions in South Korea or North Korea or in South Korea's relations with North Korea could have a material adverse effect on our South Korean subsidiary and our company.

Our business depends on the support of the Taiwanese and South Korean governments, and a decrease in this support may increase our tax liabilities and decrease our net income.

The Taiwanese and South Korean governments have been supportive of technology companies such as ours. In particular, we, like many Taiwanese technology companies, have benefited from tax incentives provided by the Taiwanese government. For example, under the Statute for Upgrading Industries of Taiwan, we were granted tax credits by the Taiwan Ministry of Finance for qualifying research and development costs and in qualifying employee training expenses. In addition, Taiwan law offers preferential tax treatments to industries that are encouraged by the government. In 2010, "Statute for Industries Innovation" was passed to replace the "Statute for Upgrading Industries" in tax incentives. However, we are still eligible to use certain previously granted exemptions. See "Operating and Financial Review and Prospects — Principal Factors Affecting Our Results of Operations — Provision for income taxes" and Note 12 to our consolidated financial statements for a more detailed description of our ability to enjoy these preferential tax treatments. If any of our tax credits or our ability to take advantage of these preferential tax treatments are curtailed or eliminated, our net income may decrease materially.

The South Korean government provides a variety of tax incentives designed to promote designated industries such as the technology industry. We, like many Korean technology companies, have benefited from certain tax incentives, including tax credits for applicable research and development expenses and tax credit for investments made to improve business productivity. If these and other tax incentives are curtailed or eliminated, our net income may decrease materially.

ITEM 4. INFORMATION ON THE COMPANY

History and Development of the Company

Silicon Motion Technology Corporation ("Silicon Motion") is a corporation which was incorporated in the Cayman Islands in January 2005 and acquired Silicon Motion, Inc., a Taiwan corporation ("SMI Taiwan") in April 2005. Originally SMI Taiwan was known as Feiya Technology Corporation ("Feiya"), a Taiwan

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corporation which was incorporated in April 1997 but had changed its name to SMI Taiwan after acquiring in August 2002 Silicon Motion, Inc., a California corporation (“SMI USA”), which was incorporated in November 1995. Feiya was originally a flash memory products company and SMI USA a graphics processor company. In April 2007, we acquired FCI Inc. (“FCI”), a leading designer of RF ICs for mobile TV and wireless communications based in Korea. In 2011, we established Silicon Motion BV in the Netherlands with the purpose of expanding our business activities in Europe, as well as to provide supervisory, financing, legal support, accounting services and shareholding for our businesses in other parts of the world.

Our principal executive offices are located at 8F-1, No. 36, Taiyuan St., Jhubei City, Hsinchu County 302, Taiwan. The address of our United States subsidiary, Silicon Motion, Inc. is 1591 McCarthy Blvd., Milpitas, CA 95035. Our ADSs have been listed and traded on Nasdaq since June 2005.

Subsidiaries of the Company

Below is a list of subsidiaries of the Company. All subsidiaries are wholly owned.

<u>Name of Entity</u>	<u>Jurisdiction of Incorporation</u>
FCI Inc.	Korea
Silicon Motion BV	The Netherlands
Silicon Motion K.K.	Japan
Silicon Motion Korea Ltd.	Korea
Silicon Motion Technology (HK) Limited	Hong Kong
Silicon Motion, Inc.	California
Silicon Motion, Inc.	Taiwan
Silicon Motion, Inc. (Beijing)	China
Silicon Motion, Inc. (Shanghai)	China
Silicon Motion, Inc. (Shenzhen)	China

Overview

We are a fabless semiconductor company that designs, develops and markets high performance, low-power semiconductor solutions to original equipment manufacturers (“OEMs”) and other customers in the mobile storage and mobile communications markets. Our products are widely used in smartphones, tablets, notebooks, desktop PCs and industrial and commercial applications.

For the mobile storage market, our key products are microcontrollers used in solid state storage devices such as SSDs, eMMCs and other embedded flash applications, as well as removable storage products. More NAND flash products, especially next generation flash, whether produced by Samsung, SanDisk, Toshiba, Micron, Intel or SK Hynix are supported by Silicon Motion controllers than any other company. We are the leading merchant supplier of controllers for eMMC embedded memory used in smartphones and tablets and are increasingly focused on client SSDs controllers for PCs and other applications.

For the mobile communications market, our key products are mobile communication transceivers and mobile TV SoCs. We are a dedicated provider of 4G LTE transceivers for Samsung’s smartphones and tablets.

We market our mobile storage products under the “SMI” brand and mobile communications products under the “FCI” brand and sell our semiconductor solutions to leading OEMs and module makers worldwide. Our customers include industry leaders such as Micron, Samsung, SK Hynix, Sony, and Transcend. We sell our products through our direct sales force and distributors.

Industry Background

We operate in the semiconductor industry and primarily focus on designing, developing and marketing: (i) controllers for managing NAND flash used in embedded storage applications such as eMMC embedded

memory and SSDs and removable storage applications such as flash memory cards and USB flash drives, and (ii) specialty RF ICs used in smartphones and tablets such as LTE transceivers and mobile TV SoCs.

NAND Flash Controllers

NAND flash is a type of non-volatile digital data storage technology that does not require power to retain data and has become the primary semiconductor technology for mass digital data storage. The benefits of NAND flash includes high data storage capacity at low cost per bit, fast data read and write access time, low operating power requirements, and is shock resistant. NAND flash is widely used for embedded and removable data storage in mobile consumer electronic devices such as smartphones, tablets, digital cameras, and notebook PCs and more recently is also being used in commercial-grade, industrial-grade, and enterprise-grade equipment. The NAND flash market is large and has grown rapidly, and the leading suppliers of NAND flash are Intel, Micron, Samsung, SanDisk, SK Hynix, and Toshiba.

All NAND flash storage devices require a controller and almost all storage devices use a discrete controller IC. Key functions of a flash memory controller include:

- managing the interfacing of the NAND flash in the flash memory storage product with the host device;
- ensuring data reliability in NAND flash by detecting and correcting individual bit errors in the NAND flash caused by read/write disturbance and adjacent cell interference;
- ensuring data integrity in NAND flash by mapping bad blocks and preventing bad blocks from being used for storing data;
- maximizing the life of NAND flash with wear-leveling algorithms which spread out the use of the memory array and equalize the use of all the memory cells;
- enhancing the sequential and random read and write performance of NAND flash by utilizing two-plane architecture, interleaving, or other technologies;
- preventing data loss during sudden, unexpected host device power failures with advanced power cycling solutions;
- implementing security features to protect software code, personal data and multimedia digital rights; and
- ensuring that flash memory storage solutions are compatible with host devices.

We believe that our controllers are designed to meet the specifications of the majority of NAND flash currently being produced by different flash memory manufacturers, including small and big block Single-Level Cell (“SLC”) and Multi-Level Cell (“MLC”) NAND flash. Most of our controllers support two-bits per cell MLC, three-bits per cell MLC NAND flash, which is also known as Triple-Level Cell (“TLC”) NAND flash and future 3D NAND. Our controllers also support NAND flash designed and fabricated at all the primary process geometries, including the most advanced process geometries.

Mobile Device Specialty RF ICs

The RF IC industry is large and fragmented and encompasses several major markets, such as mobile connectivity, broadcast TV, and broadband data. Since major markets demand large supplies of standard solutions, these markets are intensively competitive and are dominated by large semiconductor companies with significant engineering, financial, intellectual property, and other resources. Within and outside of the traditional major markets are niche and custom solutions sub-markets. We have significant RF, analog, and mixed signal IC design expertise and experience relating to several key sub-markets:

- *LTE transceivers.* Custom-designed LTE transceiver solutions specifically for Samsung for pairing with Samsung LTE baseband ICs; and

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- *Mobile TV SoCs.* Tuner plus demodulator SoCs for T-DMB and ISDB-T, specifically 1-Seg, Full-Seg, and ISDB-Tmm.

Our Markets and Products

We design, develop and supply a portfolio of products that address two main markets, mobile storage and mobile communications. In the mobile storage market we provide products for both the embedded storage and the removable storage market segments. The following is a brief description of each of our markets and key products.

Mobile Storage Market

Embedded Storage Market

Embedded memory controllers. Embedded NAND flash-based storage devices, especially eMMC embedded memory, have become very common as memory solutions for smartphones, tablets, and other consumer electronics devices. We provide controllers for eMMC and its derivative multi-chip package (“MCP”) embedded memory, which combine NAND flash and mobile DRAM in an integrated solution. We also develop and supply controllers for other embedded memory solutions, such as those based on the USB flash drive and Secure Digital (“SD”) interface. In addition to providing consumer-grade embedded memory controllers to our customers, we also supply commercial-grade and industrial-grade products.

SSD controllers and solutions. SSD is a next generation storage technology designed to replace or compliment hard disk drives. SSDs are potentially faster in terms of data read and write speed, are more durable and not prone to mechanical malfunction, more power efficient, generate less heat, and are quieter and smaller in form factor. We provide SATA 6Gb/s SSD controllers for both NAND-cache SSDs and full-size client SSDs. We also provide controllers for single-chip SSDs and IDE/PATA disk-on-modules (“DOMs”), which are commonly used in industrial applications. In addition to controllers, we also offer Ferri single-package SSD solutions, small single-chip SSDs with either a standard SATA, PATA or eMMC interface in a BGA form factor that allows for easy integration of this embedded storage into industrial-grade or commercial-grade devices and applications.

Removable Storage Market

Flash memory card controllers. We believe we offer the broadest line of high-performance controllers for all major flash memory card formats, including Compact Flash (“CF”), SD and Memory Stick (“MS”). For SD cards, we offer controllers for (i) different physical card sizes, such as SD card’s miniSD card and microSD card, (ii) different speed class, which refer to how quickly information can be read from, or written to, the card, including the significantly faster Secure Digital High Capacity (“SDHC”) and Secure Digital eXtended Capacity (“SDXC”) cards that use the Ultra High Speed (UHS) bus, (iii) different storage capacities, including the significantly higher-capacity SDHC and SDXC cards, which also have faster speed and added capabilities. Smaller form factor cards are primarily used for smartphones and larger form factor cards are more often used in digital cameras.

USB flash drive controllers. USB flash drives are NAND flash memory data storage devices integrated with a standard USB interface, commonly high speed USB 2.0 and increasingly the newer USB3.0 with significantly faster read and write speed. USB flash drives are popular in computing and consumer electronics markets for the portable storage of files. Certain application software can be booted from a USB flash drive, such as a Windows 8 system from a USB flash drive that supports Windows to Go.

Mobile Communications Market

Mobile TV SoCs. Our products include integrated mobile TV tuner plus demodulator SoCs for mobile phones and other portable devices. Our solutions are designed for many mobile TV broadcast standards, especially T-DMB for the Korean market and ISDB-T for the Japanese and South American markets.

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LTE transceivers. We offer 4G LTE transceivers that are designed to specifically support Samsung LTE baseband solutions. Our high performance, low power, multi-mode diversity LTE and LTE-Advanced transceivers support GSM, GPRS, EDGE, HSPA, HSPA+, and TD-SCDMA, in addition to FDD-LTE and TD-LTE.

Our Customers

We sell our semiconductor solutions to leading OEMs and module makers, worldwide. Most of our high performance flash memory storage controllers are supplied to NAND flash manufacturers. We are a leading supplier of controllers used in eMMC embedded memory used in smartphones and tablets and a leading supplier of controllers used in flash memory cards, USB flash drives and SSDs. We provide our innovative mobile communications ICs primarily to Samsung. We supply our LTE transceivers to Samsung and mobile TV SoCs to leading global handset OEMs.

Sales to our five largest customers represented approximately 61%, 65% and 64% of our net revenue in 2012, 2013 and 2014, respectively. Sales to one customer in 2012 and two customers in 2013 and 2014 accounted for 10% or more of our net revenue, represented 35%, 46% and 47% of our net revenue in 2012, 2013 and 2014, respectively. In 2012, the significant customer was Samsung and in 2013 and 2014, Samsung and SK Hynix. The identities of our largest customers and their respective contributions to our net revenue have varied and will likely continue to vary from period to period.

The majority of our customers purchase our products through purchase orders, as opposed to entering into long-term contracts with us. The price for our products is typically agreed upon at the time a purchase order is placed.

Sales and Marketing

We market and sell our products worldwide through a combination of direct sales personnel and independent electronics distributors. Our direct sales personnel are strategically located near our major OEM and modular maker customers in Taiwan, Korea, China, the United States, and Japan. Approximately 82% of our sales in 2012, 83% of our sales in 2013, and 81% of our sales in 2014 were attributable to our direct sales force while the remainder was attributable to distributors.

To supplement our direct sales, we have independent electronics distributors and sales reps with locations throughout the world. We selected these distributors and reps based on their ability to provide effective field sales, marketing communications and technical support for our products to our customers.

Our marketing group focuses on our product strategy, product development road maps, new product introduction process, demand assessment, competitive analysis, and product marketing. We seek to work with potential and existing customers early in their design process in order to best match our products to their needs, and more broadly, to ensure that product development activities, product launches, and on-going demand and supply planning occur in a well-managed, timely basis in coordination with our research and development, operations, and sales groups, as well as our customers and distributors. We also attend industry tradeshows and technical conferences to promote our products and solutions, maintain close contact with our existing customers to assess demand, and keep current with industry trends. Our participation in industry standards associations, such as JEDEC and the SD Association for flash memory cards, helps us monitor the latest industry developments and promote our corporate profile. Our marketing group also works with our sales teams to identify new business opportunities.

We also have field application engineers, or FAEs, who provide technical support and assistance to existing and potential customers in designing, testing and qualifying systems that incorporate our products. Our FAE organization is segmented by product and market to support our customers.

Research and Development

We devote a significant amount of resources to research and development for broadening and strengthening our portfolio of products and solutions. Our engineering team has expertise in system architecture, digital, mixed-signal and RF IC design, and software engineering. As of March 31, 2015, we had 593 patents in China, Japan, Korea, Taiwan, and the United States and 740 patents pending. We continue to actively pursue the filing of additional patent applications in China, Japan, Korea, Taiwan, and the United States.

We believe technology research and product development are essential to our growth. Our primary research and development centers are located in Hsinchu and Taipei, Taiwan, Seoul, South Korea, Shanghai and Shenzhen, China and Milpitas, California. Our facilities in Milpitas focus primarily on graphics products, our facilities in Seoul focus primarily on our specialty RF IC products, our facilities in Hsinchu and Taipei focus primarily on our NAND flash controller products, and our facilities in Shanghai and Shenzhen focus primarily on specific product requirements of our customers in China.

Our research and development expenses were approximately US\$51.0 million, US\$46.5 million and US\$60.9 million for the years ended December 31, 2012, 2013 and 2014, respectively.

Manufacturing

We design and develop our products and electronically transfer our proprietary designs to independent foundries for the manufacturing and processing of silicon wafers. Once the wafers are manufactured, they are then shipped to third-party assembly and testing subcontractors. Individual dies on each wafer are assembled into finished chips and undergo several stages of testing before delivery to our customers. We also ship bare dies to our customers. We believe that our strategy of outsourcing wafer fabrication, packaging and testing enables us to benefit from the research and development efforts of leading manufacturers without the requirement to commit our own substantial capital investments. Our fabless business model also provides us with the flexibility to engage vendors who offer services that best complement our products and technologies.

Wafer fabrication. TSMC and SMIC are currently our primary foundries that manufacture most of our semiconductors. We use their fabs in Taiwan, Singapore, and China to fabricate our devices using mature and stable CMOS process technology, primarily with line-widths from 55 to 160 nanometers. We regularly evaluate the benefits and feasibility, on a product-by-product basis, of migrating to more cost efficient manufacturing process technologies.

Assembly and testing. Following wafer fabrication, our wafers are shipped to our assembly and test subcontractors where they are probed, singulated into individual dies, assembled into packaged chips, and undergo the process of electronic final testing. In order to minimize cost and maximize turn-around time, our products are designed to use low cost, industry standard packages and can be tested with widely available automatic testing equipment. We currently engage companies such as ASE, SPIL, TICP, KYEC, and YTEC in Taiwan and Amkor in Korea as our primary subcontractors for the assembly and testing of our products. We have dedicated teams of manufacturing engineers who maintain control over the process from the early stages of manufacturing. Our engineers work closely with our subcontractors to develop product testing and packaging programs to ensure these programs meet our product specifications, thereby maintaining our ownership of the functional and parametric performance of our semiconductors.

Quality and reliability assurance. We have designed and implemented a quality assurance system that provides the framework for continual improvement of products, processes and customer service. To ensure consistent product quality, reliability and yield, our quality assurance teams perform reliability engineering, quality control, ISO system development, document control, subcontractor quality management and customer engineering services to closely monitor the overall process from IC design to after-sale customer support. In particular, we rely on in-depth simulation studies, testing and practical application testing to validate and verify

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our products. We emphasize a strong supplier quality management practice in which our manufacturing suppliers and subcontractors are pre-qualified by our quality assurance teams. Our suppliers are required to have a quality management system, certified to ISO 9000 standard. Our operations have been ISO 9001 certified since 1999.

Competition

The semiconductor industry is characterized by intense competition. Our customers face supply shortages or oversupply, rapid technological changes, evolving industry standards and declining average selling prices.

Our competitors in our mobile storage market include Alcor Micro, ASolid, Marvell, and Phison. In the mobile communications market, the companies with whom we compete include Raontech and Fujitsu. We also face competition from some of our customers, such as Samsung.

Seasonality

See “Risk Factors — Because our operating results for any period could be adversely affected by a number of factors and therefore fluctuate significantly, our annual and quarterly operating results are difficult to predict” in Item 3 above and “Operating and Financial Review and Prospects — Principal Factors Affecting Our Results of Operations” in Item 5 below.

Intellectual Property

Our success and future revenue growth depends, in part, on our ability to protect our intellectual property. We rely on a portfolio of intellectual property rights, registered in the United States, Taiwan, and other countries, including patents, copyrights, trademark registrations, trade secret laws, contractual provisions, licenses, and other methods to protect our intellectual property.

As of March 31, 2015, we held 593 patents in the United States, Taiwan, and other countries and have 740 pending patent applications in the United States, Taiwan, and other countries. There can be no assurance that patents will ever be issued with respect to these pending applications. Furthermore, it is possible that any patents held by us may be invalidated, circumvented, challenged or licensed to others. In addition, there can be no assurance that such patents will provide us with competitive advantages or adequately safeguard our proprietary rights. While we continue to file new patent applications with respect to our recent developments, existing patents are granted for prescribed time periods and will expire at various times in the future. We expect to continue to file patent applications where appropriate to protect our proprietary technologies.

Companies in the semiconductor industry have frequently demonstrated a readiness to commence litigation based on allegations of patent and other intellectual property infringement. From time to time, third parties may assert infringement claims against us. We may not prevail in any such litigation or may not be able to license patents from third parties on commercially reasonable terms, if at all. Litigation, regardless of the outcome, is likely to result in substantial cost and diversion of our resources, including our management’s time. Any such litigation could materially adversely affect us.

We intend to protect our intellectual property rights vigorously, but there can be no assurance that our efforts will be successful. In addition, the laws of other countries in which our products are sold may not protect our products and intellectual property rights to the same extent as the laws of the United States.

While our ability to effectively compete depends in large part on our ability to protect our intellectual property, we believe that our technical expertise, customer support capabilities, and ability to introduce new products in a timely and cost effective manner will be important factors in maintaining our competitive position.

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We claim copyright and trademark protection for proprietary documentation for our products and a variety of branding marks. We have registered “Silicon Motion” and its logo (a three-dimensional cube depiction of the letters “SM”), FCI, the FCI logo, “airRF,” “basicRF,” “ezRF,” “ezSYS,” “powerRF,” “twinRF,” “zipRF,” “zipSYS,” “VirtualZero,” “SSDLifeGuard,” “SSDLifeSaver,” “TurboMLC,” “FerriSSD,” “Ferri-eMMC,” and “NANDXtend” as trademarks in the United States, Taiwan, and other countries.

We also attempt to protect our trade secrets and other proprietary information through agreements with our customers, suppliers, employees and consultants, and through other customary security measures.

We have entered into license agreements with third party intellectual property vendors for wafer fabrication tool libraries, semiconductor IP core, computer aided design tools, and software.

Facilities

Our corporate headquarters is located in Hsinchu, Taiwan. As of the date of this annual report, we own this 160,800 square feet facility, which houses our management and administration, operations, and research and development departments. In Taiwan, we also lease premises in Taipei, occupying approximately 54,700 square feet of floor space, which houses our sales and marketing, as well as research and development departments.

In addition to these facilities in Taiwan, in 2008 we purchased a facility in Shanghai, China with an aggregate floor space of approximately 15,900 square feet. We lease facilities in Seoul, Korea; Shenzhen, and Beijing, China; Milpitas, California; and Yokohama, Japan for research and development, sales and marketing, and administration. These facilities in aggregate consist of approximately 63,000 square feet of floor space with lease terms expiring at various dates between 2015 and 2019.

We also own commercial property in Taipei of approximately 6,200 square feet, which we purchased in October 1998 for NT\$32 million. This property, which was formerly our Taipei sales office, has not been used by us since 2004, and we currently lease out as office premises. It is our intention that we will sell this property as we do not intend to use it for operating purposes.

Government Regulation

See Risk Factors — “We face substantial political risks associated with doing business in Taiwan because of the tense political relationship between Taiwan and the People’s Republic of China,” “Our business depends on the support of the Taiwanese and South Korean governments, and a decrease in this support may increase our tax liabilities and decrease our net income,” and “We face substantial political risk associated from doing business in South Korea because of tensions in the political relationship between South Korea and North Korea” in Item 3 above.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

General Information

We are a fabless semiconductor company that designs, develops and markets high performance, low-power semiconductor solutions to OEMs and other customers in the mobile storage and mobile communications markets. Our products are widely used in smartphones, tablets, digital cameras, notebooks, desktop PCs and industrial and commercial applications.

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For the mobile storage market, our key products are microcontrollers used in solid state storage devices such as SSDs, eMMCs and other embedded flash applications, as well as removable storage products. More NAND flash products, especially next generation flash, whether produced by Samsung, SanDisk, Toshiba, Micron, Intel or SK Hynix are supported by Silicon Motion controllers than any other company. We are the leading merchant supplier of controllers for eMMC embedded memory used in smartphones and tablets and are increasingly focused on client SSD controllers for PCs and other applications.

For the mobile communications market, our key products are mobile communication transceivers and mobile TV SoCs. We are a dedicated provider of 4G LTE transceivers for Samsung's smartphones and tablets.

We market our mobile storage products under the "SMI" brand and mobile communications products under the "FCI" brand and sell our semiconductor solutions to leading OEMs and module makers worldwide. Our customers include industry leaders such as Micron, Samsung, SK Hynix, Sony, and Transcend. We sell our products through our direct sales force and distributors.

Our revenue growth and product mix has been constantly evolving due to continued technological advancement of solid state storage solutions using NAND flash and the introduction of new consumer electronics devices with more advanced capabilities. Historically, controllers for removable flash memory cards used in mobile phones and digital cameras provided the majority of our revenue. Recently, a growing portion of our revenue growth have come from controllers for SSDs and embedded memory, specifically eMMC embedded memory used in smartphones and tablets. In 2014, our SSD and embedded product sales accounted for over half our total sales and exceeded the sales of our card controllers and USB flash drive controllers. We believe that over the next few years, as the market for devices using SSDs and embedded memory further expands, the proportion of our revenue from these new growth products will increase. We continue to focus on adapting our business to the changing end-markets for NAND flash memory and aligning our resources accordingly. We have no assurance that our SSD and embedded memory products will grow consistently over the next few years, or at all.

The following discussion of our financial condition and results of operations is based upon and should be read in conjunction with our consolidated financial statements and their related notes included in this annual report. This discussion contains forward-looking statements that involve risks and uncertainties. We caution you that our business and financial performance are subject to substantial risks and uncertainties. Actual results could differ materially from those projected in the forward-looking statements. In evaluating our business, you should carefully consider the information provided under the caption "Risk Factors" included in Item 3 of this annual report.

Principal Factors Affecting Our Results of Operations

Net sales. Our net sales consist primarily of sales of our semiconductors, after deducting sales discounts and allowances for returns. The semiconductors that we sell are primarily for mobile storage and mobile communications markets. Net sales generated by these product groups for the periods indicated are as follows:

	Year Ended December 31,					
	2012		2013		2014	
	US\$	%	US\$	%	US\$	%
	(in thousands, except percentage data)					
Net Sales						
Mobile Storage (1)	202,093	72	185,488	82	241,614	84
Mobile Communications (2)	67,564	24	31,022	14	40,034	14
Others (3)	11,713	4	8,798	4	7,675	2
Total	281,370	100	225,308	100	289,323	100

(1) Includes controllers for flash memory cards, USB flash drives, SSDs, and eMMCs.

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- (2) Includes mobile TV IC solutions and handset transceiver ICs.
- (3) Includes embedded graphics processors, demo boards, and non-recurring engineering income.

For the years ended December 31, 2012, 2013 and 2014 we derived approximately 26%, 21%, and 20% respectively, of our net sales from customers located in Taiwan and approximately 7%, 10%, and 9% respectively, of our net sales from customers located in the United States. We anticipate that a majority of our net sales will continue to come from customers located outside of the United States. The percentages of our net sales by geographic area for the periods indicated were as follows:

Country	Year Ended December 31,		
	2012	2013	2014
Taiwan	26%	21%	20%
Korea	49%	51%	52%
China	13%	13%	12%
United States	7%	10%	9%
Others	5%	5%	7%

Our net sales are denominated primarily in U.S. dollars. The percentages of our net sales by currency for the periods indicated are set forth in the following table:

Currency	Year Ended December 31,		
	2012	2013	2014
U.S. dollars	93%	97%	95%
Korean won	7%	3%	3%
Japanese yen	—	—	2%

The length of our sales cycle, from the day purchase orders are received until products are shipped to customers, is dependent on the availability of our product inventories. If we do not have sufficient inventories on hand to meet customer demands, approximately three months are generally required from the day purchase orders are received until finished goods are manufactured and shipped to customers. This cycle can take up to six months during times when capacity at independent foundries is being fully utilized. The potential delays inherent in the manufacturing process increase the risk that we may not be able to fulfill a customer's order on time. All of our sales are made by purchase orders. Because our practice, which is consistent with industry practice, allows customers to reschedule orders on relatively short notice, order backlog may not be a good indicator of our future sales.

Because many of our semiconductor solutions are designed for the multimedia consumer electronics market such as smartphones, tablets, digital cameras, and desktop and notebook PCs, we expect our business to be subject to seasonality, with increased net sales in the second half of each year, when customers place orders to meet increased demand during year-end holiday seasons, and decreased net sales in the first half of each year. However, our rapid sales growth in recent years makes assessment of the impact of seasonal factors on our business difficult.

Cost of sales. Our cost of sales consists primarily of the following costs:

- cost of wafer fabrication;
- assembly, testing and shipping costs of our semiconductors;
- personnel and equipment costs associated with manufacturing support;
- quality assurance;

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- cost of raw materials; and
- write-off of inventory.

We engage independent foundries for the manufacturing and processing of our semiconductors. Our manufacturing cost is subject to the cyclical supply and demand conditions typical of the semiconductor industry. Our cost per wafer generally fluctuates with the availability of capacity at independent foundries. We believe that our cost of sales is substantially variable in nature, and will likely fluctuate as our market conditions change.

Research and development expenses. Our research and development expenses consist primarily of employee salaries and related costs, stock-based compensation expense, fees paid for the use of intellectual properties and design tools developed by third parties, development cost of software, expenses for the design, development and testing of system architecture, new product or product alternatives, costs for the construction of prototypes, occupancy costs and depreciation on research and development related equipment. We expense research and development expenditures as they are incurred. We expect research and development expenses to increase in absolute terms in future periods as our net sales increase.

Sales and marketing expenses. Our sales and marketing expenses consist primarily of employee salaries and related costs, stock-based compensation expense, commissions paid to independent distributors and costs for our advertising and promotional activities. We expect that our sales and marketing expenses will increase in absolute terms over the next several years as our net sales increase.

General and administrative expenses. Our general and administrative expenses consist primarily of employee salaries and related costs, stock-based compensation expense, insurance premiums, professional fees and allowance for doubtful accounts. We expect that general and administrative expenses will increase in absolute terms in future periods as our net sales increase.

Amortization of acquired intangible assets. Amortization of acquired intangible assets relates to intangible assets, such as core technology and customer relationships, but excluding goodwill.

Accounting for stock-based compensation. We grant both stock options and restricted stock units to our employees and members of the Board of Directors. The value of our restricted stock units is expensed over the vesting period and based on the grant date share price, less the present value of expected dividends during the vesting period, discounted at a risk-free interest rate. We estimate the fair value of stock options on the date of grant using the Black-Scholes option-pricing model and recognize stock compensation expense over the requisite service period of the individual grantees, which generally equals the vesting period.

Non-operating income and expenses. Our non-operating income and expenses include gains or losses on the sales of investments, interest from deposited cash or short-term investments, gains or losses on foreign exchange rates, impairment of long-term investments, interest paid on loans and capital leases and other non-operating income and expenses not categorized above. We conduct an assessment on the value of our long-term investments quarterly and make corresponding write-downs as required to the value of the long-term investments.

Provision for income taxes. We must make certain estimates and judgments in determining income tax expenses for financial statement purposes. These estimates and judgments occur in the calculation of tax credits, benefits, deductions and allowance, and in the calculation of certain tax assets and liabilities, which arise from differences in the timing of recognition of revenue and expense for tax and financial statement purposes, as well as the interest and penalties related to uncertain tax positions. Significant changes to these estimates may result in an increase or decrease to our tax provision in a subsequent period.

We have operations in several countries and determine income taxes for each of the jurisdictions where we operate. Taiwan and Korea are our two primary countries of operations.

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In Taiwan, we have received tax exemptions from the government that are valid for a number of years and for certain income streams relating to the expansion of production capacity or the development of new technologies. We also receive significant amounts of tax credits for applicable research and development expenses incurred in Korea. Because of these and other tax benefits, the effective tax rates of our Taiwan and Korea operations have been lower than statutory tax rates. See “Risk Factors — Our business depends on the support of the Taiwanese and South Korean governments, and a decrease in this support may increase our tax liabilities and decrease our net income” for the risks relating to our ability to enjoy favorable tax policies of the Taiwanese and Korean governments.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States.

The preparation of our consolidated financial statements requires us to make estimates and judgments that affect the reported amount of assets, liabilities, net sales and expenses, and related disclosure of contingent assets and liabilities. We evaluate our estimates on an on-going basis, including those related to product returns and pricing allowances, allowances for doubtful accounts, inventories, goodwill, long-lived assets, long-term investments, income taxes, litigation and contingencies. We base our estimates and judgments on our historical experience, knowledge of current conditions and our beliefs of what could occur in the future considering available information. Because our estimates may vary in each situation, our actual results may differ from our estimates under different assumptions and conditions.

Our management considers the following factors in reviewing our financial statements:

- the selection of critical accounting policies; and
- the judgments and other uncertainties affecting the application of those critical accounting policies.

The selection of critical accounting policies, the judgments and other uncertainties affecting the application of those policies and the sensitivity of reported results to changes in conditions and assumptions are factors to be considered when reviewing our financial statements. Our principal accounting policies are set forth in detail in Note 2 to our consolidated financial statements included elsewhere in this annual report.

We believe the following critical accounting policies affect our more significant judgments used in the preparation of our financial consolidated statements.

Revenue recognition. Revenue from product sales are generally recognized upon shipment to the customer provided that we have received a signed purchase order, the price has been fixed or is determinable, transfer of title has occurred in accordance with the shipping terms specified in the arrangement with the customer, collectability from the customer is considered reasonably assured, product returns are reasonably estimable and there are no remaining significant obligations or customer acceptance requirements. Revenue on development service orders is generally recognized upon completion and customer acceptance of contractually agreed milestones.

We record reserves to cover the estimated returns from our customers. Certain of our distributors have limited rights of return and price protection rights on unsold inventory. The return rights are generally limited to five percent of the monetary value of products purchased within the preceding six months, provided the distributor places a corresponding restocking order of equal or greater value. The allowance for sales returns for distributors and all customers is recorded at the time of sale based on historical returns information available, management’s judgment and any known factors at the time the financial statements are prepared that would significantly affect the allowance. However, because of the inherent nature of estimates, actual returns and

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allowances could be significantly different from our estimates. To the extent rates of return change, our estimates for the reserves necessary to cover such returns would also change which could have a negative impact on our recorded revenue and gross margin. We reserved approximately US\$0.3 million, US\$1.3 million and US\$1.6 million in 2012, 2013 and 2014, respectively, for estimated sales returns and discounts, representing approximately 0.1%, 0.6% and 0.5% of our gross sales for those respective periods.

Occasionally, we have reduced our product pricing due to market conditions, competitive considerations and other factors. Price protection rights are granted to certain distributors under our distribution agreements. When we reduce the price of our products, price protection allows the distributor to claim a credit against its outstanding accounts receivable balances based on the new price of the inventory it has on hand as of the date of the price reduction. A reserve for price adjustments is recorded at the time of sale based on our historical experience. The amount of our reserve for price adjustments to distributors is minimal.

Allowance for doubtful accounts. We record an allowance for doubtful accounts based on our evaluation of the collectability of our accounts receivable. Normal payment terms are provided to customers and applied upon transfer of title. On an ongoing basis, we analyze the payment history of customer accounts, including recent customer purchases. In circumstances where we are aware of a specific customer's inability to meet its financial obligations to us, we record a specific allowance against amounts due to reduce the net recognized receivable to the amount we reasonably believe will be collected. For all other accounts receivable due from customers, we categorize accounts receivable and make provisions based on a percentage of each category. We determine these percentages by examining our historical collection experience and current trends in the credit quality of our customers as well as our internal credit policies. If the financial condition of our customers or economic conditions in general were to deteriorate, additional allowances may be required in the future and such additional allowances would increase our operating expenses and therefore reduce our operating income and net income.

Our allowance for trade-related doubtful accounts were approximately US\$1.6 million, US\$1.3 million and US\$1.2 million as of December 31, 2012, 2013 and 2014, respectively, representing approximately 4.1%, 3.8% and 3.7% of our gross accounts receivables at the end of each respective periods.

Inventory valuation. We value inventories at the lower of cost or market value. Inventories are recorded at standard cost and adjusted to the approximate weighted-average cost at the balance sheet date. Market value represents the current replacement cost for raw materials, finished goods and work in process. We write down our inventory for estimated obsolescence or unmarketable inventory in an amount equal to the difference between the cost of inventory and the estimated market value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those we projected, additional inventory write-downs may be required. Inventory impairment charges establish a new cost basis for inventory and charges are not subsequently reversed to income even if circumstances later suggest that increased carrying amounts are recoverable. In estimating our reserves for obsolescence, we primarily evaluate estimates based on the timing of the introduction of our new products and the quantities remaining of our old products and write down the value of inventory on hand in excess of the estimated demand. We wrote down US\$1.6 million, US\$2.5 million and US\$4.6 million in 2012, 2013 and 2014, respectively, for estimated obsolete or unmarketable inventory.

Stock-based compensation. All share-based payments, including grants of stock options and restricted stock units, are recognized in our financial statements based upon their respective grant date fair values.

Calculating the fair value of stock option awards at the date of grant requires the use of an appropriate valuation model and judgment. We use the Black-Scholes valuation formula to estimate the fair value of employee stock options. The Black-Scholes formula requires the use of input assumptions, including expected volatility, expected term, expected dividend rate and expected risk-free rate of return. Risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Expected volatilities are based on historical volatilities of our ADS prices. We estimated our options' expected terms using our best estimate of the period of time from the grant date that we expect the options to remain outstanding. If we determined that another method

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for estimating expected volatility or expected term is more reasonable than our current methods, or if another method for calculating these input assumptions was prescribed by authoritative guidance, the fair value calculated for future stock option awards could change significantly from those used for past awards, even if the critical terms of the awards were similar. Higher volatility and expected term will result in an increase to the fair value of stock option awards at the date of grant. The expected dividend rate and expected risk-free rate of return are not as significant to the calculation of fair value. Stock option awards are expensed over the requisite service period of the individual grantees, which generally equals the vesting period.

Valuation of long-lived assets and intangible assets with finite useful life. We evaluate the recoverability of long-lived assets and intangible assets whenever events or changes in circumstances indicate the carrying value may not be recoverable. The carrying value of a long-lived asset is considered impaired when the sum of the anticipated undiscounted cash flows from such asset is separately identifiable and is less than the carrying value. If impairment occurs, a loss based on the excess of carrying value over the fair market value of the long-lived asset is recognized. Fair market value is determined by reference to quoted market prices, if available, or discounted cash flows, as appropriate. The impairment evaluations and the estimate of fair market value involve management estimates of assets' useful lives and future cash flows. Actual useful lives and cash flows could be different from those estimated by management. This could have a material effect on our operating results and financial condition. No impairment losses were recognized in 2012, 2013 and 2014.

Impairment of long-term investments. We evaluate the recoverability of long-term investments whenever events or changes in circumstances indicate the carrying value may not be recoverable. Impairment charges are determined based on the difference between our carrying value and our proportionate ownership of the investee company's net assets at year end. No impairment losses were recognized in 2012, 2013 and 2014.

Business combinations. When we acquire businesses, we allocate the purchase price to tangible assets and liabilities and identifiable intangible assets acquired. Any residual purchase price is recorded as goodwill. The allocation of the purchase price requires management to make significant estimates in determining the fair values of assets acquired and liabilities assumed, especially with respect to intangible assets. These estimates are based on historical experience and information obtained from the management of the acquired companies. These estimates can include, but are not limited to, the cash flows that an asset is expected to generate in the future, the appropriate weighted-average cost of capital, and the synergistic benefits expected to be derived from the acquired business. These estimates are inherently uncertain and unpredictable. In addition, unanticipated events and circumstances may occur which may affect the accuracy or validity of such estimates.

Goodwill. We record goodwill when the consideration paid for an acquisition exceeds the fair value of net tangible and intangible assets acquired.

We measure and test goodwill on an annual basis or more frequently if we believe indicators of impairment exist. Our impairment review process compares the fair value of the reporting unit in which the goodwill resides to its carrying value. We determined that our reporting units are equivalent to our operating segments or components of an operating segment for the purposes of completing our impairment test. We utilize a two-step approach to testing goodwill for impairment. The first step tests for possible impairment by applying a fair value-based test. In computing fair value of our reporting units, we use estimates of future revenues, costs and cash flows from such units. The second step, if necessary, measures the amount of such impairment by comparing the implied fair value of goodwill to its carrying value. If the carrying amount of goodwill exceeds its implied fair value, an impairment loss is recognized equal to that excess.

In 2012, 2013 and 2014, no impairment charges were recorded. The assessment was based upon a discounted cash flow analysis and analysis of our market capitalization. The estimate of cash flow was based upon, among other things, certain assumptions about expected future operating performance such as revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, future economic and market conditions, and determination of appropriate market comparables. We based our fair

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value estimates on assumptions we believed to be reasonable but that are unpredictable and inherently uncertain. The long-term financial forecast represented the best estimate that we had at that time and we believed that its underlying assumptions were reasonable. However, actual performance in the near-term and longer-term could be materially different from the forecast, which could impact future estimates of fair value of our reporting units and may result in a charge to earnings in future periods due to the potential for further write-down of goodwill in connection with future impairment tests.

Accounting for income taxes. In preparing our consolidated financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax exposure together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheet. We must then assess the likelihood that our deferred tax assets will be recovered from future taxable income within the relevant jurisdiction and, to the extent we believe that recovery is not likely, we must establish a valuation allowance. We provide for a valuation allowance to the extent we believe that it is more likely than not that the deferred tax assets will not be recovered from future taxable income. Realization of the future tax benefits related to the deferred tax assets is dependent on many factors, including our ability to generate taxable income within the period during which the temporary differences reverse, the outlook for the economic environment in which we operate, and the overall future industry outlook. Should we determine that we would not be able to realize all or part of our net deferred tax asset in the future, an additional allowance for the deferred tax asset would be charged to income in the period the determination was made.

We utilize a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount which is more than 50% likely of being realized upon ultimate settlement. The total amount of unrecognized tax benefits as of December 31, 2012, 2013 and 2014 was US\$3.5 million, US\$5.8 million and US\$4.7 million, respectively. As of December 31, 2013 and 2014, US\$1.4 million and US\$1.7 million of interest and penalties were accrued. Fiscal years 2007 through 2014 remain subject to examination by the US Internal Revenue Service. Fiscal years 2009 through 2014 remain subject to examination by other foreign tax jurisdictions. The ultimate outcome of tax matters may differ from our estimates and assumptions. Unfavorable settlement of any particular issue would require the use of cash and could result in increased income tax expense. Favorable resolution could result in reduced income tax expense. Within the next 12 months, we do not expect that our unrecognized tax benefits would change significantly. See Note 12 to the Consolidated Financial Statements for further information regarding changes in unrecognized tax benefits during 2014.

Functional Currency. Based on an evaluation of economic facts and circumstances together with the functional currency analysis prescribed in ASC 830, on January 1, 2012, we changed the functional currency of our largest operating subsidiary, SMI Taiwan, from the NT dollar to the U.S. dollar. As a result of SMI Taiwan's functional currency change, we changed its reporting currency from the NT dollar to the U.S. dollar.

In 2005, at the time of our IPO, we determined that SMI Taiwan's functional currency was the NT dollar, and this determination was used consistently until we determined significant and permanent changes in economic facts and circumstances warranted a change in functional currency. Since the business profile and activities of SMI Taiwan had changed significantly and did not appear to be temporary, we re-evaluated the functional currency of SMI Taiwan based on recent economic facts and circumstances, including analysis prescribed in ASC 830, and determined that the U.S. dollar had become the functional currency of SMI Taiwan.

The business activities of SMI Taiwan have changed significantly since 2005. In the past, the majority of SMI Taiwan sales were to Taiwanese module maker customers; in 2012 the majority of SMI Taiwan sales were to international OEMs. We believe this trend is not temporary because a fast growing and increasingly large and

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material source of SMI Taiwan's sales are from SSD and embedded memory products, and these products are predominately sold to international OEM customers. The significance of SMI Taiwan's other products, primarily card and USB flash drive controller products, has been declining and will continue to decline due to the maturity of their markets, and a majority of these products are now sold to non-Taiwan-based customers. SMI Taiwan's cash flow, sales price, sales markets, expenses, financing and intercompany transactions are now primarily U.S. dollar-based. Economic facts and circumstances, as well as functional currency analysis support our determination that the U.S. dollar has become the functional currency of SMI Taiwan as of January 1, 2012. As from January 1, 2012, we have reported our consolidated results in U.S. dollars, and we have recasted our historical financial statements included in this Form 20-F from the NT dollar to the U.S. dollar. Items on our historical balance sheet and income statement were converted from the NT dollar to the U.S. dollars at the following rates:

	Balance Sheet (at year-end NT dollar to U.S. dollar rate)	Income Statement (at average NT dollar to U.S. dollar rate)
2008	32.80	31.42
2009	31.99	32.55
2010	29.13	31.56
2011	30.28	29.53

Litigation and contingencies. From time to time, we have been subject to legal proceedings and claims relating to intellectual property rights and other actions arising out of the normal course of business, as well as other matters identified in "Legal Proceedings," in Item 8 of this Annual Report. Our success and future revenue growth will depend, in part, on our ability to protect our intellectual property. We rely on a combination of patent, copyright, trademark and trade secret laws, as well as nondisclosure agreements and other methods, to protect our proprietary technologies. We have been issued patents and may have additional patents in the future; however, we cannot provide assurance that any patent will be issued as a result of any applications or, if issued, that any claims allowed will be sufficiently broad to protect our technology. In addition, it is possible that existing or future patents may be challenged, invalidated or circumvented. It may be possible for a third party to copy or otherwise obtain and use our products or technology without authorization, develop corresponding technology independently or design around our patents. Effective copyright, trademark and trade secret protection may be unavailable or limited in foreign countries. These disputes may result in costly and time consuming litigation or the license of additional elements of our intellectual property for free.

It is possible that other companies may pursue litigation with respect to any claims such companies purport to have against us. The results of any litigation are inherently uncertain. In the event of an adverse result in any litigation with respect to intellectual property rights relevant to our products that could arise in the future, we could be required to obtain licenses to the infringed technology, pay substantial damages under applicable laws, cease the use and sale of infringing products or to expend significant resources to develop non-infringing technology. Litigation frequently involves substantial expenditures and can require significant management attention, even if we ultimately prevail.

We have been or are currently involved in various claims and legal proceedings and have incurred certain costs associated with defending litigation matters. Periodically, we review the status of each significant matter and assess the potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the amount can be estimated, we accrue a liability for the estimated loss. Because of uncertainties related to these matters, accruals are based only on the best information available at the time.

Given the uncertainties associated with litigation, if our assessments prove to be wrong, or if additional information becomes available such that we estimate that there is a possible loss or possible range of losses associated with these contingencies, then we would record the reasonably estimated liability, which could have a material and adverse effect on our operations, financial condition and cash flows.

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Results of Operations

The following table sets forth our statements of operations as a percentage of net sales for the periods indicated:

	Year Ended December 31,		
	2012	2013	2014
Net sales	100.0%	100.0%	100.0%
Cost of sales	53.2	52.7	48.3
Gross profit	46.8	47.3	51.7
Operating expenses:			
Research and development	18.1	20.6	21.1
Sales and marketing	5.7	6.0	5.6
General and administrative	4.3	5.0	4.6
Total operating expenses	28.1	31.6	31.3
Operating income	18.7	15.7	20.4
Non-operating income (expenses):			
Gain from disposal of short-term investments	0.0	0.0	0.0
Unrealized holding gain (loss) on short-term investment	(0.0)	—	—
Interest income	0.5	0.8	0.7
Dividend income	0.0	—	—
Interest expense	(0.0)	(0.0)	(0.0)
Foreign exchange gain (loss), net	0.1	(0.0)	(0.2)
Other income (loss), net	0.0	0.0	0.0
Total non-operating income (loss)	0.6	0.8	0.5
Income before income taxes	19.3	16.5	20.9
Income tax expense	2.5	4.3	5.6
Net income	16.8%	12.2%	15.3%

Comparison of Year Ended December 31, 2014 to Year Ended December 31, 2013

Net sales.

	Years Ended December 31				\$ change	% change
	2013		2014			
	US\$	% of net sales	US\$	% of net sales		
(in thousands, except percentage data)						
Net sales						
Mobile storage	185,488	82	241,614	84	56,126	30
Mobile communications	31,022	14	40,034	14	9,012	29
Others	8,798	4	7,675	2	(1,123)	(13)
Net sales	225,308	100	289,323	100	64,015	28

Our net sales increased 28% year-over-year to approximately US\$289.3 million in 2014, primarily because of increasing mobile storage and mobile communications sales.

Our mobile storage revenue increased 30% year-over-year primarily because of increasing eMMC and SSD controller sales partially offset by declining removable storage controller sales. Mobile communications revenue increased 29% because of increasing mobile TV SoC sales.

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Gross profit.

	Years Ended December 31					
	2013		2014		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Gross profit	106,610	47	149,698	52	43,088	40

Gross profit as a percentage of net sales increased to 52% in 2014 as compared to 2013 primarily because of a higher mix of higher gross margin embedded storage product sales. Our gross profit excluding obsolete and unmarketable inventory write-downs as a percentage of revenue increased from 48% in 2013 to 53% in 2014.

Research and development expenses.

	Years Ended December 31					
	2013		2014		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Salary and benefits	19,333	9	31,356	11	12,023	62
Stock-based compensation	6,351	3	6,773	2	422	7
Other research and development	20,776	9	22,820	8	2,044	10
Research and development	46,460	21	60,949	21	14,489	31

Our research and development expenses increased 31% year-over-year to approximately US\$60.9 million in 2014. Salary and benefits increased 62% year-over-year to approximately US\$31.4 million, primarily because of more headcount and compensation expenses in 2014. Stock-based compensation increased 7% year-over-year to approximately US\$6.8 million, primarily because of more RSU cost in 2014. Other expenses increased 10% year-over-year to approximately US\$22.8 million, primarily because of higher IC tape-out and other project expenses in 2014.

Sales and marketing expenses.

	Years Ended December 31					
	2013		2014		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Salary and benefits	7,411	3	9,453	3	2,042	28
Stock-based compensation	2,197	1	1,746	1	(451)	(21)
Other sales and marketing	3,989	2	5,125	2	1,136	28
Sales and marketing	13,597	6	16,324	6	2,727	20

Our sales and marketing expenses increased 20% year-over-year to approximately US\$16.3 million in 2014. Salary and benefits increased 28% year-over-year to approximately US\$9.5 million, primarily because of more headcount and compensation expenses in 2014. Stock-based compensation decreased 21% year-over-year to approximately US\$1.7 million, primarily because of less RSU cost in 2014 expenses. Other sales and marketing expenses increased 28% year-over-year to approximately US\$5.1 million primarily because of more travel expenses and testing fees in 2014.

[Table of Contents](#)*General and administrative expenses.*

	Years Ended December 31					
	2013		2014		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Salary and benefits	6,330	3	7,933	3	1,603	25
Stock-based compensation	1,406	1	1,546	1	140	10
Other general and administrative	3,514	1	3,876	1	362	10
General and administrative	11,250	5	13,355	5	2,105	19

Our general and administrative expenses increased 19% year-over-year to approximately US\$13.4 million in 2014. Salary and benefits increased 25% year-over-year to approximately US\$7.9 million, primarily because of more headcount and compensation expenses in 2014. Stock-based compensation increased 10% year-over-year to approximately US\$1.5 million, primarily because of more RSU cost in 2014.

Stock-based compensation.

The following table presents details of total stock-based compensation expense that is included in each functional line item in our consolidated statements of income:

	Years Ended December 31					
	2013		2014		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Cost of sales	308	—	282	—	(26)	(8)
Research and development	6,351	3	6,773	2	422	7
Sales and marketing	2,197	1	1,746	1	(451)	(21)
General and administrative	1,406	1	1,546	1	140	10
Total stock-based compensation	10,262	5	10,347	4	85	1

Total stock-based compensation increased 1% primarily because of higher RSU cost in 2014.

See Note 14 of Notes to Consolidated Financial Statements for a discussion of activity related to share-based awards.

Interest income. Our interest income increased to approximately US\$2.2 million for the year ended December 31, 2014 from approximately US\$1.8 million for the year ended December 31, 2013 because of higher levels of cash and cash equivalents.

Interest expense. Our interest expense increased to approximately US\$114 thousand for the year ended December 31, 2014 from approximately US\$110 thousand for the year ended December 31, 2013.

Foreign exchange gain (loss). For the year ended December 31, 2014, we had a foreign exchange loss of approximately US\$0.6 million for the year ended December 31, 2014 compared to the foreign exchange loss of less than US\$0.1 million for the year ended December 31, 2013. We do not presently engage in any hedging activities.

Income tax expense (benefit). Our income tax expense was approximately US\$16.1 million for the year ended December 31, 2014 compared to an income tax expense of approximately US\$9.8 million for the year ended December 31, 2013.

Net income (loss). Net income was approximately US\$44.5 million for the year ended December 31, 2014 compare to a net income of approximately US\$27.4 million for the year ended December 31, 2013.

[Table of Contents](#)**Comparison of Year Ended December 31, 2013 to Year Ended December 31, 2012***Net sales.*

	Years Ended December 31				\$ change	% change
	2012		2013			
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Net sales						
Mobile storage	202,093	72	185,488	82	(16,605)	(8)
Mobile communications	67,564	24	31,022	14	(36,542)	(54)
Others	11,713	4	8,798	4	(2,915)	(25)
Net sales	281,370	100	225,308	100	(56,062)	(20)

Our net sales decreased 20% year-over-year to approximately US\$225.3 million in 2013, primarily because of decreasing mobile storage and mobile communications sales.

Our mobile storage revenue decreased 8% year-over-year primarily because of decreasing card and USB flash drive controller sales, partially offset by strong eMMC and SSD controller sales. Mobile communications revenue decreased 54% because of decreasing LTE transceiver sales relating to our customer's product transition.

Gross profit.

	Years Ended December 31				\$ change	% change
	2012		2013			
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Gross profit	131,720	47	106,610	47	(25,110)	(19)

Gross profit as a percentage of net sales was unchanged at 47% in 2013 as compared to 2012. Our gross profit excluding obsolete and unmarketable inventory write-downs as a percentage of revenue increased from 47% in 2012 to 48% in 2013.

Research and development expenses.

	Years Ended December 31				\$ change	% change
	2012		2013			
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Salary and benefits	26,423	9	19,333	9	(7,090)	(27)
Stock-based compensation	7,055	3	6,351	3	(704)	(10)
Other research and development	17,497	6	20,776	9	3,279	19
Research and development	50,975	18	46,460	21	(4,515)	(9)

Our research and development expenses decreased 9% year-over-year to approximately US\$46.5 million in 2013. Salary and benefits decreased 27% year-over-year to approximately US\$19.3 million, primarily because of less compensation expenses in 2013. Stock-based compensation decreased 10% year-over-year to approximately US\$6.4 million, primarily because of lower RSU cost in 2013. Other expenses increased 19% year-over-year to approximately US\$20.8 million, primarily because of higher IC tape-out and other project expenses in 2013.

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Sales and marketing expenses.

	Years Ended December 31					
	2012		2013		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Salary and benefits	8,897	3	7,411	3	(1,486)	(17)
Stock-based compensation	2,494	1	2,197	1	(297)	(12)
Other sales and marketing	4,528	2	3,989	2	(539)	(12)
Sales and marketing	15,919	6	13,597	6	(2,322)	(15)

Our sales and marketing expenses decreased 15% year-over-year to approximately US\$13.6 million in 2013. Salary and benefits decreased 17% year-over-year to approximately US\$7.4 million, primarily because of less compensation expenses in 2013. Stock-based compensation decreased 12% year-over-year to approximately US\$2.2 million, primarily because of lower RSU cost in 2013. Other sales and marketing expenses decreased 12% year-over-year to approximately US\$4.0 million primarily because of less testing fees in 2013.

General and administrative expenses.

	Years Ended December 31					
	2012		2013		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Salary and benefits	7,428	2	6,330	3	(1,098)	(15)
Stock-based compensation	1,878	1	1,406	1	(472)	(25)
Other general and administrative	2,850	1	3,514	1	664	23
General and administrative	12,156	4	11,250	5	(906)	(7)

Our general and administrative expenses decreased 7% year-over-year to approximately US\$11.3 million in 2013. Salary and benefits decreased 15% year-over-year to approximately US\$6.3 million, primarily because of less compensation expenses in 2013. Stock-based compensation decreased 25% year-over-year to approximately US\$1.4 million, primarily because of lower RSU cost in 2013.

Stock-based compensation.

The following table presents details of total stock-based compensation expense that is included in each functional line item in our consolidated statements of income:

	Years Ended December 31					
	2012		2013		\$ change	% change
	US\$	% of net sales	US\$	% of net sales		
	(in thousands, except percentage data)					
Cost of sales	375	—	308	—	(67)	(18)
Research and development	7,055	3	6,351	3	(704)	(10)
Sales and marketing	2,494	1	2,197	1	(297)	(12)
General and administrative	1,878	1	1,406	1	(472)	(25)
Total stock-based compensation	11,802	5	10,262	5	(1,540)	(13)

Total stock-based compensation decreased 13% primarily because of lower RSU cost in 2013.

See Note 14 of Notes to Consolidated Financial Statements for a discussion of activity related to share-based awards.

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Interest income. Our interest income increased to approximately US\$1.8 million for the year ended December 31, 2013 from approximately US\$1.4 million for the year ended December 31, 2012 because of higher levels of cash and cash equivalents.

Interest expense. Our interest expense increased to approximately US\$110 thousand for the year ended December 31, 2013 from approximately US\$61 thousand for the year ended December 31, 2012.

Foreign exchange gain (loss). For the year ended December 31, 2013, we had a foreign exchange loss less than US\$0.1 million, compared with a foreign exchange gain of US\$0.4 million for the year ended December 31, 2012. We do not presently engage in any hedging activities.

Income tax expense (benefit). Our income tax expense was approximately US\$9.8 million for the year ended December 31, 2013 compared to an income tax expense of approximately US\$7.1 million for the year ended December 31, 2012.

Net income (loss). Net income was approximately US\$27.4 million for the year ended December 31, 2013 compare to a net income of approximately US\$47.2 million for the year ended December 31, 2012.

Liquidity and Capital Resources

As of December 31, 2014, we had approximately US\$194.2 million in cash and cash equivalents and approximately US\$0.7 million in short-term investments. We maintain our cash balances in bank deposits and in money market instruments. We do not currently engage in any currency hedging activities. Our short-term investments consist primarily of bond funds that we trade.

We believe our existing cash balances and short-term investments, together with cash we expect to generate from operating activities, will be sufficient to meet our anticipated cash needs for at least the next 12 months. Our future capital requirements will depend on many factors, including the level of our net sales, the timing and extent of spending to support product development efforts, the expansion of sales and marketing activities, the timing of introductions of new products, the costs to ensure access to adequate manufacturing capacity, the continuing market acceptance of our products, availability of attractive acquisition opportunities, dividend payments, and share repurchases. We could be required, or could elect, to seek additional funding through public or private equity or debt financing, and additional funds may not be available on terms acceptable to us or at all.

The following table sets forth a summary of our cash flows for the periods indicated:

	Year Ended December 31,		
	2012 US\$	2013 US\$	2014 US\$
Consolidated Cash Flow Data:			
Net cash provided by operating activities	69,236	49,128	68,725
Net cash used in investing activities	(4,749)	(12,815)	(15,413)
Net cash provided by (used in) financing activities	224	(29,493)	(19,710)
Depreciation and amortization	5,881	6,429	6,917
Capital expenditures	(4,280)	(12,772)	(11,596)

Operating activities

Our net cash provided by operating activities was approximately US\$68.7 million for the year ended December 31, 2014, compared to net cash provided by operating activities of approximately US\$49.1 million and US\$69.2 million during 2013 and 2012, respectively.

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For the year ended December 31, 2014, cash flow provided by operations of US\$68.7 million resulted primarily from our net income of US\$44.5 million and the following reasons:

- Our net income includes substantial non-cash charges, namely US\$6.9 million of depreciation and amortization and US\$10.3 million of stock-based compensation.
- We increased working capital by US\$6.5 million due to increasing sales. Inventory increased by US\$10.4 million, notes and accounts receivable decreased by US\$2.4 million, notes and accounts payable decreased by US\$0.4 million, income tax payable increased by US\$9.5 million, and other assets net of other liabilities provided US\$5.4 million of cash.

For the year ended December 31, 2013, cash flow provided by operations of US\$49.1 million resulted primarily from our net income of US\$27.4 million and the following reasons:

- Our net income includes substantial non-cash charges, namely US\$6.4 million of depreciation and amortization and US\$10.3 million of stock-based compensation.
- Our disposal of short-term investments net of purchase of short-term investments were US\$14.1 million.
- We reduced working capital by US\$10.3 million due to declining sales. Inventory increased by US\$1.5 million, notes and accounts receivable decreased by US\$5.6 million, notes and accounts payable decreased by US\$12.0 million, income tax payable increased by US\$3.5 million, and other assets net of other liabilities used US\$5.9 million of cash.

Investing activities

Our net cash used in investing activities was approximately US\$15.4 million for the year ended December 31, 2014, compared to net cash used in investing activities of approximately US\$12.8 million for the year ended December 31, 2013. In 2014, we increased restricted cash by US\$3.8 million, which was used as collateral for obtaining additional semiconductor fabrication capacity.

Our net cash used in investing activities was approximately US\$12.8 million for the year ended December 31, 2013, compared to net cash used in investing activities of approximately US\$4.7 million for the year ended December 31, 2012. In 2013, we purchased additional facilities in Hsinchu, Taiwan and design tools.

Financing activities

Our net cash used in financing activities was approximately US\$19.7 million for the year ended December 31, 2014, compared to net cash used by financing activities of approximately US\$29.5 million for the year ended December 31, 2013. Our cash used in financing activities in 2014 was primarily for US\$20.2 million of dividend payments.

Our net cash used in financing activities was approximately US\$29.5 million for the year ended December 31, 2013, compared to net cash provided by financing activities of approximately US\$0.2 million for the year ended December 31, 2012. Our cash used in financing activities in 2013 was primarily for US\$10.0 million of ADS repurchases and US\$19.9 million of dividend payments.

Contractual Obligations

The following table sets forth our commitments to settle contractual obligations in cash as of December 31, 2014:

	Amount of Commitment Maturing by Year				
	Total US\$	Less Than 1 Year US\$	1-3 Years US\$ (in thousands)	3-5 Years US\$	More Than 5 Years US\$
Operating leases	4,744	1,977	2,029	738	—
Capital leases	10	4	6	—	—
Pension	2,042	2,042	(a)	(a)	(a)
Other long term liabilities	762	478	284	—	—
Contractual cash obligations	7,558	4,501	2,319	738	—

(a) Our pension obligation after one year has not been estimated.

We decreased long-term taxes payable of US\$173 thousand related to uncertain tax positions as of December 31, 2014. At this time, we are unable to make a reasonably reliable estimate of the timing of payments in individual years beyond 12 months due to uncertainties in the timing and outcome of tax audit.

Off-balance Sheet Arrangements

We currently do not have any outstanding derivative financial instruments, off-balance sheet guarantees or arrangements, interest rate swap transactions, or foreign currency forward contracts. We do not engage in any trading activities involving non-exchange traded contracts.

Recent Accounting Pronouncements

In February 2013, the FASB issued an accounting update, which provides guidance for the recognition, measurement and disclosure of obligations resulting from joint and several liability arrangements for which the total amount of the obligation within the scope of the guidance is fixed at the reporting date. The guidance requires an entity to measure such obligations as the sum of the amount that the reporting entity agreed to pay on the basis of its arrangement among its co-obligors plus additional amounts the reporting entity expects to pay on behalf of its co-obligors. The new guidance is effective for fiscal years beginning after December 15, 2013. The adoption of this guidance did not have a material impact on the Company's results of operations, financial position or cash flows.

In March 2013, the FASB issued an accounting update that amended guidance on a parent's accounting for the cumulative translation adjustment upon derecognition of a subsidiary or group of assets within a foreign entity. This guidance requires that the parent release any related cumulative translation adjustment into net income only if the sale or transfer results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets had resided. The guidance is effective for fiscal years beginning after December 15, 2013. The adoption of this guidance did not have a material impact on the Company's results of operations, financial position or cash flows.

In July 2013, the FASB issued an accounting update, which creates new guidance regarding the presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. Under certain circumstances, unrecognized tax benefits should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward. The guidance is effective for fiscal years beginning after December 15, 2013 and early adoption is permitted. Since this guidance is a change in financial statement presentation only, its adoption did not have material impact on the Company's result of operations, financial position or cash flows.

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In April 10, 2014, the FASB issued an accounting update, which changes the criteria for reporting discontinued operations for all public and nonpublic entities. The guidance requires only disposals that represent a strategic shift that has (or will have) a major effect on the entity's results and operations would qualify as discontinued operations. The guidance also requires entities 1) to expand their disclosures about discontinued operations to include more information about assets, liabilities, income, and expenses and 2) to disclose the pre-tax income attributable to a disposal of "of an individually significant component of an entity that does not qualify for discontinued operations presentation in the financial statements." The guidance is effective for fiscal years beginning after December 15, 2014 and early adoption is prohibited. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

In May 2014, the FASB issued a new standard related to revenue recognition. Under the new standard, recognition of revenue occurs when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, the new standard requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The new standard is effective for fiscal years beginning after December 15, 2016 and early adoption is prohibited. The new guidance is required to be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying it recognized at the date of initial application. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flows.

In June 2014, the FASB issued an accounting update, which clarifies the accounting for share-based payments. The guidance requires that a performance target that affects vesting and that could be achieved after the requisite service period is treated as a performance condition. The guidance is effective for fiscal years beginning after December 15, 2015 and early adoption is permitted. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

In August 2014, the FASB issued new standard related to the presentation of financial statements when there may be conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. This standard sets forth management's responsibility to evaluate, each reporting period, whether there is substantial doubt about our ability to continue as a going concern, and if so, to provide related footnote disclosures. The standard is effective for fiscal years beginning after December 15, 2016 and early adoption is permitted. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

In February 2015, the FASB issued an accounting update to amend the consolidation analysis. All legal entities are subject to reevaluation under the revised consolidation model. The amendment is effective for fiscal years beginning after December 15, 2015 and early adoption is permitted. The adoption of this amendment is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

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ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

Executive Officers and Directors

Members of our board of directors are elected by our shareholders. Our board of directors consists of seven directors.

Our executive officers are appointed by, and serve at the discretion of, our board of directors. The following table sets forth information regarding our directors and executive officers as of the date of this annual report.

<u>Name</u>	<u>Age</u>	<u>Position</u>
James Chow	64	Chairman of the Board
Wallace C. Kou	56	President, Chief Executive Officer and Director
Steve Chen	43	Director
Tsung-Ming Chung	65	Director
Lien-Chun Liu	57	Director
Yung-Chien Wang	52	Director
Han-Ping D. Shieh	61	Director
Riyadh Lai	46	Chief Financial Officer
Nelson Duann	46	VP of Product Marketing, Mobile Storage
Gihyun Bae	56	Senior VP of Product Planning & Strategic Business Development
Sangwoo Han	46	Senior VP and General Manager, Mobile Communications
Arthur Yeh	54	VP of Sales, Mobile Storage
Robert Fan	51	VP and General Manager, SMI U.S.
John (Chun-O) Kim	54	VP of Sales, Mobile Communications
Frank Chang	49	VP of R&D, Mobile Storage
Ken Chen	53	VP of Operations
Kevin Yeh	51	VP of R&D, Algorithm & Technology
John (Jong Ryul) Lee	51	VP of R&D, Mobile Communications
Jason Chiang	47	VP of HR and Administration, and Special Assistant to CEO
Frank Shu	58	VP of R&D, SSD System Technology and VCT

Executive Officers and Directors

James Chow, Chairman of the Board of Directors

Mr. Chow has served as the Chairman of our board of directors since April 2005. Mr. Chow has been the Chairman of Concord Financial Co., Ltd. since 1993. Concord Financial Co., Ltd. is an investment holding company and was one of our significant shareholders. Mr. Chow has an MBA from Columbia University.

Wallace C. Kou, President, Chief Executive Officer, Director

Mr. Kou founded Silicon Motion in 1995 and has been our President and Chief Executive Officer since our founding. Prior to founding Silicon Motion, Mr. Kou was the Vice President and Chief Architect at the Multimedia Products Division of Western Digital Corporation, which developed graphics processors for notebook PCs and was sold to Philips Semiconductor in 1995. Before Western Digital, Mr. Kou worked for Wyse Technology. Mr. Kou has a BS in Electrical & Control Engineering from the National Chiao Tung University in Taiwan and an MS in Electrical & Computer Engineering from the University of California at Santa Barbara.

Steve Chen, Director

Mr. Chen joined our board of directors in 2012. Mr. Chen is the chairman of Mercuries Co., Ltd.. Mr. Chen has two Master of Engineering degrees from Cornell University.

Tsung-Ming Chung, Director

Mr. Chung joined our board of directors in June 2005. Mr. Chung is the Chairman of Dynapack International Technology Corp, a leading provider of battery packs for notebook PCs and tablets. From 1985 to 2000, Mr. Chung was an audit partner at Arthur Andersen. He is also a director at Far East International Bank and Taiwan Mobile Corporation. Mr. Chung has a BA in Business Administration from the National Taiwan University and an MBA from the National Cheng-chi University in Taiwan.

Lien-Chun Liu, Director

Ms. Liu joined our board of directors in June 2005. Ms. Liu is a research fellow at the Taiwan Research Institute. She also currently serves on the board of supervisors of Concord VIII Venture Capital Co., Ltd and on the board of directors of New Tamsui Golf Course. From 2000 to 2004, she also served on the board of supervisors of China Television Corp. Ms. Liu has a BA from Wellesley College and a JD from Boston College Law School.

Yung-Chien Wang, Director

Mr. Wang joined our board of directors in June 2005. Mr. Wang has over 20 years of working experience in the human resource and legal services industries. Mr. Wang has been a consultant of Professional Trust Co., Ltd., a human resource consulting firm in Taiwan since August 1998 and is currently its Vice President. Mr. Wang has a law degree from Fu Jen Catholic University in Taiwan.

Han-Ping D. Shieh, Director

Mr. Shieh is currently a professor at National Chiao Tung University's Display Institute and Department of Photonics and a Vice Chancellor at the University System of Taiwan, the union of four leading Taiwan research universities: National Chiao Tung University, National Central University, National Tsing Hua University and National Yang-Ming University. Mr. Shieh was a Changjiang Scholar at Shanghai Jiao Tong University in 2010, Dean at National Chiao Tung University's College of Electrical & Computer Engineering from 2006 to 2010, and was a Research Staff Member at IBM Thomas J. Watson Research Center from 1988 to 1992. He is currently on the Board of Directors at Sercomm, Advanced Analog Technology, and Tianma Microelectronics and is a fellow at the Institute of Electrical and Electronics Engineers (IEEE), Optical Society of America, and Society for Information Display. Mr. Shieh received his PhD in Electrical & Computer Engineering from Carnegie Mellon University.

Riyadh Lai, Chief Financial Officer

Mr. Lai joined us in April 2007 from ING Corporate Finance, Asia, where he was the Head of the Technology Group. Previously, he was also an investment banker at Morgan Stanley and ABN AMRO and finance manager at PepsiCo in Hong Kong and New York. Mr. Lai has over a decade of financial management and M&A transaction experience. He has a BA in Economics from Georgetown University and an MBA from New York University.

Nelson Duann, VP of Product Marketing, Mobile Storage

Mr. Duann became our Vice President in charge of our mobile storage marketing in September 2010. He joined Silicon Motion in August 2007 as a product marketing director and R&D team leader. Mr. Duann has almost 15 years of experience in the semiconductor industry in product design, development and marketing. Prior to Silicon Motion, he worked for Sun Microsystems Inc., focusing on UltraSPARC micro Processor projects. He has an MS in Communications Engineering from National Chiao Tung University in Taiwan and an MS in Electrical Engineering from Stanford University.

Gihyun Bae, Senior VP of Product Planning & Strategic Business Development

Mr. Bae has served as our Senior Vice President for Product Planning and Strategic Business Development since January 2015. Mr. Bae has 30 years of memory semiconductor experience, including 15 years in the NAND flash industry. Before joining Silicon Motion, he served as Senior Vice President at SK Hynix in charge of its Flash Solution Development division and spearheaded SK Hynix's very successful eMMC/eMCP sales growth and market share expansion. Prior to this role, Mr. Bae was Senior Vice President of SK Hynix's Flash Development division, responsible for directing the engineering of several generations of NAND flash technology. Mr. Bae was previously the President of the Korean operations of Anobit, the Israeli controller company. Mr. Bae has a BS in Electronic Material Engineering from Kyungpook National University.

Sangwoo Han, Senior VP and General Manager, Mobile Communications

Mr. Han became the General Manager of our Mobile Communications product line in July 2008. He was formerly the Chief Technology Officer at FCI, a company that we acquired in April 2007. Mr. Han joined FCI in 2003 and had been in charge of product design, development, production and marketing. In 1997, he co-founded RF Solutions Inc. in Atlanta, Georgia, which became the Anadigics Wireless LAN Center of Excellence. Mr. Han has a BS in Electrical Engineering from Carnegie-Mellon University, an MS in Electrical Engineering from the University of Pennsylvania, and a PhD in Electrical Engineering from the Georgia Institute of Technology.

Arthur Yeh, VP of Sales, Mobile Storage

Mr. Yeh has served as our Vice President in charge of our mobile storage sales since November 2004. Mr. Yeh has over 15 years of sales experience managing marketing strategies, including product promotions and sales activities for semiconductor products. Mr. Yeh previously served in management positions at VIA Technologies for 10 years and joined us in 2004. Mr. Yeh holds an MS degree in Management Business Administration from the National Chung Hsing University, Taiwan.

Robert Fan, VP and General Manager, SMI U.S.

Mr. Fan has served as our Vice President and General Manager of SMI U.S. since May 2013. He manages Silicon Motion's business operations in the U.S. and Europe and has over 20 years of sales and marketing experience. Prior to Silicon Motion, Mr. Fan served in executive management roles at Spansion, Entorian, Berkana Wireless (acquired by Qualcomm) and Resonext (acquired by RF Micro Devices). He also spent over nine years at Intel in sales, marketing and management positions. Mr. Fan holds a BS in Electrical Engineering from the University of California, Berkeley and MSEE from Santa Clara University, and completed the General Management Executive Program at McCombs School of Business, University of Texas.

John (Chun-O) Kim, VP of Sales, Mobile Communications

Mr. Kim became the Vice President of our Mobile Communications product line in July 2008. He was formerly the Vice President of Sales at FCI, a company that we acquired in April 2007. Mr. Kim joined FCI in 2006 and had previously served in management positions at Hewlett-Packard's semiconductor division (now Avago Technologies) and as a CEO of a private company. Mr. Kim has over 16 years of semiconductor sales leadership experience, including managing marketing strategies, product promotions and sales activities. He has an MS in Electrical Engineering from Ajou University in Korea.

Frank Chang, VP of R&D, Mobile Storage

Mr. Chang has served as our Vice President of research and development since 2008. Mr. Chang is head of research and development for our mobile storage products and has around 20 years of experience in the

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integrated circuit design industry. He was previously a project manager of firmware development at Holtek Semiconductors. Mr. Chang has a BS in Electrical Engineering from the National Changhua University of Education in Taiwan.

Ken Chen, VP of Operations

Mr. Chen has served as our Vice President in charge of operations since November 2003. Mr. Chen has over 20 years of manufacturing and operations experience in the semiconductor industry, managing supply chain and virtual manufacturing systems including wafer fabrication, mask tooling, as well as assembly and testing. Mr. Chen previously served in management positions at Faraday Technology and UMC, and joined us in 2003. Mr. Chen has a BS in Industrial Engineering from Chung Yuan Christian University in Taiwan and an MS in Industrial Engineering and Engineering Management from the National Tsing Hua University, Taiwan.

Kevin Yeh, VP of R&D, Algorithm & Technology

Mr. Yeh became our Vice President of research and development in August 2012. He joined Silicon Motion in September 2003 as a product marketing director and then he led the Algorithm and Technology R&D team. Mr. Yeh has more than 20 years of experience in semiconductor product design, development and marketing. Prior to Silicon Motion, Mr. Yeh worked in Taiwan Semiconductor Manufacturing Company, Neo Magic, VLSI Technology and LSI. Mr. Yeh holds a BS degree in Control Engineering from National Chiao Tung University in Taiwan and an MS degree in Electronic Engineering from Syracuse University.

John (Jong Ryul) Lee, VP of R&D, Mobile Communications

Mr. Lee became the Vice President of our Mobile Communications product line in July 2008. He was formerly the Vice President of R&D at FCI, a company that we acquired in April 2007. Mr. Lee joined FCI in 2000 and had been in charge of product design, development, production and quality systems. In 2013, he became a director of the Semiconductor & Device Society of The Institute of Electronics Engineers of Korean (IEEK). He was previously a senior engineer at the Electronics and Telecommunications Research Institute (ETRI) in Korea. Mr. Lee has a BS and an MS in Electronics Engineering from Chung Ang University in Korea.

Jason Chiang, VP of HR and Administration and Special Assistant to CEO

Mr. Chiang joined Silicon Motion in 2002 and has been serving as our Vice President of HR and Administration and Special Assistant to our CEO since 2005. Mr. Chiang has more than 18 years of finance and business administration experience. Prior to joining Silicon Motion, Mr. Chiang was a Director at Concord Venture Capital. Mr. Chiang has a BS in Economics from the National Taiwan University and an MS degree in Business Administration from Rochester University.

Frank Shu, VP of R&D, SSD System Technology and VCT

Mr. Shu has served as our Vice President of SSD System Technology since July 2012. Mr. Shu has more than 20 years of experience in the storage and PC system industry. Before joining Silicon Motion, Mr. Shu was the VP of R&D in charge of SSD testing at Allion Test Lab Inc. Mr. Shu also worked for Microsoft and played a key role in defining and developing the software storage stack for the Windows operating system. Prior to Microsoft, Mr. Shu worked for Fujitsu, Seagate and Everex. Mr. Shu has a BS in Electronic Engineering from Nanjing Aeronautical Institute in China and an MS degree in Computer Science from the Oregon Graduate Institution of Science & Technology.

There is no arrangement or understanding with major shareholders, customers, suppliers or others pursuant to which any person referred to above was selected as a director or member of senior management.

Board Practices

Board Committees

Our board of directors has established an audit committee, a compensation committee, and a nominating and corporate governance committee.

Audit Committee. The audit committee is responsible for reviewing the financial information that will be provided to shareholders and others, reviewing the systems of internal controls that management and the board of directors have established, appointing, retaining and overseeing the performance of the independent registered public accounting firm, overseeing our accounting and financial reporting processes and the audits of our financial statements, and pre-approving audit and permissible non-audit services provided by the independent registered public accounting firm. Tsung-Ming Chung, Lien-Chun Liu, and Yung-Chien Wang are members of our audit committee. Our board of directors has determined that Mr. Chung, the Chairman of the audit committee, is the committee's "Audit Committee Financial Expert" as required by Nasdaq and U.S. Securities and Exchange Commission ("SEC") rules.

Compensation Committee. The compensation committee's basic responsibility is to review the performance and development of management in achieving corporate goals and objectives and to assure that our senior executives are compensated effectively in a manner consistent with our strategy, competitive practice and the requirements of the appropriate regulatory bodies. Toward that end, this committee oversees, reviews and administers all of our compensation, equity and employee benefit plans and programs. Lien-Chun Liu, Steve Chen, and Yung-Chien Wang are members of our compensation committee, with Mr. Chen serving as the Chairman of the committee.

Nominating and Corporate Governance Committee. The nominating and corporate governance committee is responsible for overseeing, reviewing and making periodic recommendations concerning our corporate governance policies, and for recommending to the full board of directors candidates for election to the board of directors. Lien-Chun Liu, Steve Chen, and Yung-Chien Wang are members of our nominating and corporate governance committee, with Ms. Liu serving as the Chairman of the committee.

Our board of directors has adopted a code of ethics, which is applicable to all of our employees. Our Code of Ethics is posted on our website at www.siliconmotion.com.

Duties of Directors

Under Cayman Islands law, our directors have a duty to act honestly, in good faith and with a view to the best interests of our company. Our directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to our company, our directors must ensure compliance with our memorandum and articles of association.

The functions and powers of our board of directors include, among others:

- convening shareholders' meetings and reporting its work to shareholders at such meetings;
- implementing shareholders' resolutions;
- determining our business plans and investment proposals;
- formulating our profit distribution plans and loss recovery plans;
- determining our debt and finance policies and proposals for the increase or decrease in our registered capital and the issuance of debentures;
- formulating our major acquisition and disposition plans, and plans for merger, division or dissolution;
- proposing amendments to our amended and restated memorandum and articles of association; and
- exercising any other powers conferred by the shareholders' meetings or under our amended and restated memorandum and articles of association.

Terms of Directors and Officers

Under Cayman Islands law and our articles of association, our directors hold office until a successor has been duly elected and qualified. Our articles of association provide that our directors serve for a term of three years, with one-third of the directors (or, if their number is not a multiple of three, the number nearest to but not greater than one-third) subject to re-election at each annual general meeting of shareholders (chairman and managing director not subject to retirement by rotation nor to be taken into account in determining the number of directors to retire), unless the director was appointed by the board of directors, in which case such director holds office until the next annual meeting of shareholders at which time such director is eligible for re-election. One of our seven directors is currently subject to re-election at our next annual general meeting of shareholders. All of our executive officers are appointed by and serve at the discretion of our board of directors.

Limitation on Liability and Other Indemnification Matters

Cayman Islands law and our articles of association allow us to indemnify our directors, secretary and other officers acting in relation to any of our affairs against actions, costs, charges, losses, damages and expenses incurred by reason of any act done or omitted in the execution of their duties as our directors, secretary and other officers. Under our memorandum and articles of association, indemnification is not available to any matter in respect of any fraud, dishonesty, willful misconduct or bad faith which may attach to any of them.

Compensation of Directors and Executive Officers

For the year ended December 31, 2014, the aggregate compensation to our directors and senior executive officers was approximately US\$3.73 million. In 2014, we granted options and restricted stock units to our executive officers as a group to acquire an aggregate of 236,500 ordinary shares. The options and restricted stock units granted to our executive officers and non-executive directors are subject to the same vesting conditions as those of our employees.

Service Contracts

We currently do not have service contracts with our directors.

Share-Based Compensation Plans and Option Grants

In April 2005, our board of directors and shareholders adopted our 2005 Incentive Plan. Our shareholders approved our Amended and Restated 2005 Incentive Plan (referred to in this report as the "Plan") at our Annual General Meeting in August 2006, including an amendment to increase the authorized number of shares available for issuance under the plan from 10,000,000 shares to 25,000,000 shares. In 2009, the board of directors amended the Plan to increase the authorized shares available for issuance under the Plan to 40,000,000 shares. The Plan provides for the grant of stock options, stock bonuses, restricted stock awards, restricted stock units and stock appreciation rights, which may be granted to our employees (including officers), directors and consultants.

Share Reserve. The aggregate number of ordinary shares that may be issued pursuant to awards granted under the Plan will not exceed 40,000,000 shares, inclusive of ordinary shares issuable upon exercise of awards previously granted under the Silicon Motion, Inc. Guidelines for Issuance and Subscription of Employee Stock Option, which options we have, subject to the consent of the respective option-holders, agreed to assume in the share exchange.

The following types of shares issued under the Plan may again become available for the grant of new awards under the Plan: restricted stock issued under the Plan that is forfeited or repurchased by us prior to it becoming fully vested; shares withheld for taxes; shares tendered to us to pay the exercise price of an option; and shares subject to awards issued under the Plan that have expired or otherwise terminated without having been exercised in full.

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Administration. The board of directors will administer the Plan and may delegate this authority to administer the plan to a committee. Subject to the terms of the Plan, the plan administrator, which is our board of directors or its authorized committee, determines recipients, grant dates, the numbers and types of stock awards to be granted and the terms and conditions of the stock awards, including the period of their exercisability and vesting. Subject to certain limitations, the plan administrator will also determine the exercise price of options granted, the purchase price for restricted stock and restricted stock units, and, if applicable, the strike price for stock appreciation rights.

Capitalization adjustments. In the event of a dividend or other distribution (whether in the form of cash, ordinary shares, other securities, or other property), recapitalization, stock split, reorganization, merger, consolidation, exchange of our ordinary shares or our other securities, or other change in our corporate structure, the board of directors may adjust the number and class of shares that may be delivered under the Plan and the number, class and price of the shares covered by each outstanding stock award.

Changes in control. In the event of a change in control of the company, all outstanding options and other awards under the 2005 Incentive Plan may be assumed, continued or substituted for by any surviving or acquiring entity. If the surviving or acquiring entity elects not to assume, continue or substitute for such awards, the vesting of such awards held by award holders whose service with us or any of our affiliates has not terminated will be accelerated and such awards will be fully vested and exercisable immediately prior to the consummation of such transaction, and the stock awards shall automatically terminate upon consummation of such transaction if not exercised prior to such event.

Amendments to Plan in 2009 and 2010. In 2009, our board of directors amended the Plan to (i) increase the authorized shares to 40,000,000 as discussed above and (ii) allow certain unilateral amendments to outstanding options and RSU grants. Shareholder approval for such amendments was not required under Cayman law and we used the home-country exemption for foreign private issuers under Nasdaq rules to effect such amendments without a shareholder vote. In 2009, the Company cancelled 1,221,875 RSUs. There were no changes to outstanding options in 2009. In 2010, the Company exchanged 4,369 thousand stock options for 3,785 thousand new stock options with a similar value.

Future amendments and termination. The board of directors may amend (subject to shareholder approval as required by applicable law), suspend or terminate the Plan at any time. The Plan terminated pursuant to its terms on April 22, 2015. The Company currently anticipates that the Board of Directors will adopt a 2015 Equity Incentive Plan in the second quarter of 2015.

Employees

The following table sets forth the number of our employees categorized by function as of the dates indicated.

	As of December 31,		
	2012	2013	2014
Management and administration	98	100	105
Operations	24	24	28
Research and development	429	468	549
Sales and marketing	137	139	142
Total	688	731	824

As of December 31, 2014, we had 824 total employees, including 544 in Taiwan, 29 in the United States, 111 in China, 134 in Korea, and 6 in Japan. 658 of our total employees are engineers.

We do not have any collective bargaining arrangements with our employees and consider our relations with our employees to be good.

Share Ownership

Under U.S. securities law, a person is deemed to be a “beneficial owner” of a security if that person has or shares “voting power,” which includes the power to vote or to direct the voting of such security, or “investment power,” which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be the beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Under these rules, more than one person may be deemed a beneficial owner of securities as to which such person has no economic interest.

There were 137,608,928 of our ordinary shares outstanding as of March 31, 2015. The following table sets forth information with respect to the beneficial ownership of our ordinary shares as of March 31, 2015, less otherwise indicated in the footnotes, by each of our directors and officers:

	Shares Beneficially Owned	
	Number	%
Executive Officers and Directors:		
James Chow (1)	2,407,546	1.75
Wallace C. Kou (2)	3,724,394	2.71
Steve Chen	—	—
Tsung-Ming Chung (3)	84,280	*
Lien-Chun Liu (4)	184,280	*
Yung-Chien Wang (5)	798,674	*
Han-Ping D. Shieh (6)	12,000	*
Riyadh Lai (7)	1,645,380	1.20
Nelson Duann (8)	72,000	*
Gihyun Bae	—	—
Sangwoo Han (9)	215,608	*
Arthur Yeh (10)	325,628	*
Robert Fan (11)	36,000	*
John (Chun-O) Kim (12)	96,000	*
Frank Chang (13)	313,040	*
Ken Chen (14)	474,385	*
Kevin Yeh (15)	222,000	*
John (Jong Ryul) Lee (16)	163,704	*
Jason Chiang (17)	610,060	*
Frank Shu (18)	43,000	*

* Less than one percent

- (1) Represents 2,407,546 shares owned by Mr. Chow. Mr. Chow is the chairman of Concord Consulting Inc. and Concord Financial Co. Ltd. which owned 42,445 and 196,491 shares, respectively. Mr. Chow disclaims any beneficial ownership of these shares.
- (2) Represents 3,169,100 shares owned by Mr. Kou, 35,094 shares owned by his spouse and 520,200 shares that Mr. Kou has the right to acquire within the next 60 days upon the exercise of RSUs or options.
- (3) Represents 84,280 shares owned by Mr. Chung.
- (4) Represents 184,280 shares owned by Ms. Liu.
- (5) Represents 798,674 shares owned by Mr. Wang.
- (6) Represents 12,000 shares owned by Mr. Shieh.
- (7) Represents 663,400 shares owned by Mr. Lai, 739,880 shares owned by his spouse, 242,100 shares that Mr. Lai has the right to acquire within the next 60 days upon the exercise of options or RSUs.
- (8) Represents 72,000 shares owned by Mr. Duann.
- (9) Represents 215,608 shares owned by Mr. Han.
- (10) Represents 325,628 shares owned by Mr. Yeh.

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- (11) Represents 36,000 shares owned by Mr. Fan.
- (12) Represents 96,000 shares owned by Mr. Kim.
- (13) Represents 313,040 shares owned by Mr. Chang.
- (14) Represents 468,660 shares owned by Mr. Chen and 5,725 shares owned by his spouse.
- (15) Represents 222,000 shares owned by Mr. Yeh.
- (16) Represents 163,704 shares owned by Mr. Lee.
- (17) Represents 598,612 shares owned by Mr. Chiang and 11,448 shares owned by his spouse.
- (18) Represents 43,000 shares owned by Mr. Shu.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

Major Shareholders

As of March 31, 2015, there were 137,608,928 of our ordinary shares outstanding. The Bank of New York Mellon, the depository under our ADS deposit agreement, has advised us that as of March 31, 2015, we had 34,302,825 ADSs, representing 137,211,300 ordinary shares.

The following table sets forth information with respect to the beneficial ownership of more than 5% of our ordinary shares as of March 31, 2015:

<u>Identity of person or group</u>	<u>Number of shares owned</u>	<u>Percentage Owned</u>
Point72 Asset Management, Point 72 Capital Advisors Inc., SAC Capital Associates, Cubist Systematic Strategies, Steven A. Cohen and SAC Capital Advisors LP (1)	1,797,885	5.2

Notes:

- (1) According to Amendment No. 3 to Schedule 13G filed by Point72 Asset Management, Point 72 Capital Advisors Inc., SAC Capital Associates, Cubist Systematic Strategies, Steven A. Cohen and SAC Capital Advisors LP with the SEC on January 9, 2015.

To our knowledge, we are not owned or controlled, directly or indirectly, by another corporation, by any foreign government or by any other natural or legal persons, severally or jointly. We are not aware of any arrangement which may at a later date result in a change of control of our company.

No holder of our ordinary shares has preferential voting rights.

Related Party Transactions

No related party transactions occurred between January 1, 2012 and April 20, 2015.

ITEM 8. FINANCIAL INFORMATION

Consolidated Financial Statements

See "Item 18. Financial Statements" and pages F-1 through F-32 of this annual report.

Legal Proceedings

We are subject to legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business. Although the outcome of such proceedings and claims cannot be predicted with certainty, management does not believe that the outcome of any of these matters will have a material adverse effect on our business, results of operations, financial position or cash flows. Any litigation, however, involves potential risk and potentially significant litigation costs, and therefore there can be no assurance that any litigation which is now pending or which may arise in the future would not have such a material adverse effect on our business, financial position, results of operations or cash flows.

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All American Semiconductor, Inc. (“All American” or “AASI”) was a former distributor for the Company. On April 25, 2007, All American filed for Chapter 11 bankruptcy protection. At the time of the filing, the Company had US\$256 thousand of unpaid accounts receivable from All American. On April 17, 2009, SMI USA and related entities were named as defendants in an adversary proceeding filed by the AASI Creditor Liquidating Trust (“CLT”) in the bankruptcy case pending in the U.S. Bankruptcy Court for the Southern District of Florida. The CLT was seeking the return of allegedly avoidable transfers in the amount of US\$854 thousand. The Company filed an answer and affirmative defenses. In March 2010, SMI USA settled with the CLT by paying the amount of US\$220 thousand and on April 1, 2010, the Bankruptcy Court granted the motion to approve stipulations to compromise controversy. On August 23, 2010, the Court entered an order dismissing the adversary proceeding. In June 2011, Liquidating Trustee for the CLT filed the AASI Creditor Liquidating Trustee’s Seventeenth Omnibus Objection to Claims but in August 2011, withdrew it with respect to SMI USA’s proof of claim. According to the CLT’s letter dated September 9, 2011, it is currently finalizing its claims review process and preparing for distribution to beneficiaries who are holders of allowed claims and have rights to a distribution pursuant to the Plan. In January 2012, January 2014 and December 2014, we received the first distribution of US\$21 thousand, the second distribution of US\$36 thousand, and the third distribution of US\$12 thousand, respectively.

In 2006, FCI joined with other technology companies and invested in the Pangyo Silicon Park Construction Project Cooperative (“Pangyo Cooperative”) in Korea. In July 2010, FCI, TLI Inc. (“TLI”), OCI Materials Co., Ltd (“OCI”) and other companies withdrew from the Pangyo Cooperative and forfeited 10% of their total investment. FCI believes its loss was caused by bad will actions taken by TLI. In December 2011, FCI and OCI together filed a complaint against TLI at the Suwon District Court in Korea. In April 2013, the court dismissed the plaintiffs’ complaints. The plaintiffs have decided not to appeal the court’s decision.

Policy on Dividend Distributions

Pursuant to the laws and regulations of the ROC and the Articles of Incorporation of SMI Taiwan, our subsidiary in Taiwan must make appropriations from annual earnings to a non-distributable reserve which could affect our ability to pay cash or stock dividends, if any. The Taiwan subsidiary may only distribute dividends after it has made allowances as determined under ROC GAAP at each year-end for:

- a. Payment of taxes;
- b. Recovery of prior years’ deficits, if any;
- c. 10% of remaining balance after deduction for a and b as legal reserve;
- d. Special reserve based on relevant laws or regulations or 10% of remaining balance for deduction from above a to c as special reserve when necessary;
- e. Cash or stock bonus to employees at 0.01% of any remaining earnings after the above reserves have been appropriated, based on a resolution of the board of directors. If bonus to employees is in the form of stock, the bonus may also be appropriated to employees of subsidiaries under the board of directors’ approval.

Dividends

We announced and paid a total of \$19.9 million and \$20.2 million in dividends during 2013 and 2014, respectively. Future dividends, if any, on our outstanding ADSs and ordinary shares will be declared by and subject to the discretion of our board of directors. If our board of directors decides to distribute dividends, the form, frequency and amount of such dividends will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors our board of directors may deem relevant.

Any future dividend we declare will be paid to the holders of ADSs, subject to the terms of the deposit agreement, to the same extent as holders of our ordinary shares, to the extent permitted by applicable laws and

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regulations, less the fees and expenses payable under the deposit agreement. Any dividend we declare will be distributed by the depository bank to the holders of our ADSs. Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

Significant Changes.

No significant changes have occurred since the date of our audited consolidated financial statements.

ITEM 9. THE OFFER AND LISTING

Market and Share Price Information

Our ADSs, each representing four of our ordinary shares, have been listed on Nasdaq since June 30, 2005. Our ADSs trade under the symbol "SIMO." The Nasdaq Global Select Market is the principal trading market for our ADSs, which are not listed on any other exchanges in or outside the United States. The high and low sales prices of our ADSs on Nasdaq since 2010 are as follows:

	Price per ADS (US\$)	
	High	Low
Annual:		
2010	6.50	2.64
2011	21.60	4.14
2012	24.98	11.32
2013	16.19	9.90
2014	28.96	12.92
Quarterly:		
First Quarter, 2013	16.19	11.57
Second Quarter, 2013	11.85	9.90
Third Quarter, 2013	13.25	10.38
Fourth Quarter, 2013	15.48	11.71
First Quarter, 2014	18.44	12.92
Second Quarter, 2014	20.48	15.16
Third Quarter, 2014	28.96	20.30
Fourth Quarter, 2014	28.10	21.04
Monthly		
November 2014	24.40	21.04
December 2014	25.5	22.65
January 2015	28.99	23.50
February 2015	30.50	26.25
March 2015	28.75	25.25
April 2015 (through April 29)	34.12	26.50

ITEM 10. ADDITIONAL INFORMATION

Memorandum and Articles of Association

The information called for by Item 10B ("Memorandum and Articles of Association") is incorporated by reference to the information under the heading "Description of Share Capital" in our Registration Statement on Form F-1, as amended (Registration Number 333-125673) and as filed with the SEC on June 5, 2005.

Material Contracts

We have not entered into any material contracts within the past two fiscal years other than in the ordinary course of business and other than those described in Item 4, “Information on the Company” or elsewhere in this annual report.

Taxation

United States Federal Income Taxation

The following discussion summarizes certain U.S. federal income tax consequences to a U.S. Holder, as defined below, who purchases our ADSs and ordinary shares. This discussion assumes that investors will hold their ADSs or ordinary shares as capital assets (generally, property held for investment). This discussion does not discuss all aspects of U.S. federal income taxation which may be important to particular investors in light of their individual circumstances, including investors subject to special taxation, such as:

- banks and financial institutions;
- brokers and dealers in securities or currencies;
- insurance companies;
- tax-exempt organizations and retirement plans;
- grantor trusts;
- S corporations;
- persons holding ADSs or ordinary shares as part of hedging, conversion, constructive sale, straddle or other integrated transactions;
- persons who acquired their ordinary shares upon the exercise of employee stock options or otherwise as compensation;
- persons who have elected the mark-to-market method of accounting;
- persons who own 10% or more of our ADSs or shares;
- real estate investment trusts or regulated investment companies;
- U.S. persons whose “functional currency” is not the U.S. dollar;
- certain former citizens or long-term residents of the United States; and
- Non-U.S. Holders (as defined below).

This discussion is based in part on representations by the depositary and assumes that each obligation under the deposit agreement and any related agreement will be performed in accordance with its terms. Furthermore, the discussion below is based upon the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and U.S. Treasury regulations, rulings and judicial decisions hereunder as of the date hereof. Such authorities are subject to change, possibly on a retroactive basis, which may result in U.S. federal income tax consequences different from those discussed below.

A person considering an investment in our ADSs or ordinary shares is urged to consult its tax advisor concerning U.S. federal, state, local and non-U.S. income and other tax consequences.

A U.S. Holder is a beneficial owner of ADSs or ordinary shares that is for U.S. federal income tax purposes:

- a citizen or resident individual of the United States;
- a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation, regardless of its source; or

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- a trust if it is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

A beneficial owner of ADSs or ordinary shares that is not a U.S. Holder is referred to herein as a “Non-U.S. Holder.”

If a partnership or limited liability company treated as a partnership for U.S. federal income tax purposes holds ADSs or ordinary shares, the tax treatment of a partner or member will generally depend on the status of the partner or member and the activities of the partnership or such limited liability company. A partner of a partnership or a member of such a limited liability company holding ADSs or ordinary shares is urged to consult its tax advisors regarding an investment in our ADSs or ordinary shares.

ADSs. In general, for U.S. federal income tax purposes, a U.S. Holder of ADSs will be treated as the owner of the underlying ordinary shares that are represented by such ADSs. Deposits and withdrawals of ordinary shares in exchange for ADSs will not be subject to U.S. federal income taxation.

Distributions on ADSs or ordinary shares. Unless the passive foreign investment company rules, as discussed below, apply, the gross amount of the distributions in respect of the ADSs or ordinary shares will be subject to tax as dividend income to the extent of our current and accumulated earnings and profits, as determined under U.S. federal income tax principles. Subject to certain limitations, dividends paid to non-corporate U.S. Holders, including individuals, may be eligible for a reduced rate of taxation if we are deemed to be a “qualified foreign corporation” for U.S. federal income tax purposes and provided that such holder satisfies certain holding period requirements with respect to the ownership of our ADSs, or ordinary shares. Subject to the exceptions discussed below, a corporation is a qualified foreign corporation if it is:

- a foreign corporation that is eligible for the benefits of a comprehensive income tax treaty with the United States that includes an exchange of information program; or
- a foreign corporation if its stock with respect to which a dividend is paid or its ADSs backed by such stock are readily tradable on an established securities market within the United States.

The Cayman Islands does not currently have a comprehensive income tax treaty with the United States. A foreign corporation (even if it is described above) does not constitute a qualified foreign corporation if, for the taxable year in which the dividend is paid or the preceding taxable year, the foreign corporation is or was a passive foreign investment company. Although we believe that we are a qualified foreign corporation because the ADSs will be traded on an established U.S. securities market and, as discussed below, we believe that we were not a passive foreign investment company for our 2014 tax year, no assurance can be given in this regard. In addition, our status as a qualified foreign corporation may change. A U.S. Holder that exchanges its ADSs for ordinary shares may not be eligible for the reduced rate of taxation on dividends if the ordinary shares are not deemed to be readily tradable on an established securities market within the United States.

Dividends will be includable in a U.S. Holder’s gross income on the date actually or constructively received by the depository, in the case of ADSs or, in the case of ordinary shares, by such U.S. Holder. These dividends will not be eligible for the dividends-received deduction generally allowed to U.S. corporations in respect of dividends received from other U.S. corporations.

To the extent we pay dividends on the ADSs or ordinary shares in a currency other than the U.S. dollar, the U.S. dollar value of such dividends should be calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of the dividend, regardless of whether the foreign currency is converted into U.S. dollars at that time. If the foreign currency is converted into U.S. dollars on the date of actual or constructive receipt of such dividends, the tax basis of the U.S. Holder in such foreign currency will be equal to its U.S. dollar value on that date and, as a result, the U.S. Holder generally should not be required to recognize any foreign currency exchange gain or loss. Dividends paid in respect of the ADSs or ordinary shares generally will be treated as income from sources outside the United States.

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To the extent that the amount of any distribution exceeds our current and accumulated earnings and profits, the distribution will first be treated as a tax-free return of capital, causing a reduction in the adjusted basis of the ADSs or ordinary shares, and the balance in excess of adjusted basis will be taxed as capital gain.

Sale, exchange or other disposition of ADSs or ordinary shares. Unless the passive foreign investment company rules, as discussed below, apply, upon the sale, exchange or other disposition of ADSs or ordinary shares a U.S. Holder generally will recognize capital gain or loss equal to the difference between the amount realized upon the sale, exchange or other disposition and the adjusted tax basis of the U.S. Holder in the ADSs or ordinary shares. The capital gain or loss generally will be long-term capital gain or loss if, at the time of sale, exchange or other disposition, the U.S. Holder has held the ADS or ordinary share for more than one year. Net long-term capital gains of non-corporate U.S. Holders, including individuals, are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss that a U.S. Holder recognizes generally will be treated as gain or loss from sources within the United States for U.S. foreign tax credit limitation purposes.

Additional tax on net investment income. An additional 3.8% federal income tax may be assessed on net investment income (including dividends, other distributions, and gain realized on the sale of ADSs or ordinary shares) earned by certain U.S. Holders. This tax does not apply to U.S. Holders who hold ADSs or ordinary shares in the ordinary course of certain trades or businesses.

Passive foreign investment company rules. In general, we will be classified as a passive foreign investment company for any taxable year in which either (a) at least 75% of our gross income is passive income or (b) at least 50% of the value (determined on the basis of a quarterly average) of our assets is attributable to assets that produce or are held for the production of passive income. For this purpose, passive income generally includes dividends, interest, royalties, rents (other than rents and royalties derived in the active conduct of a trade or business and not derived from a related person), annuities and gains from assets that produce passive income. If we own directly or indirectly at least 25% by value of the equity shares of another corporation, we will be treated for purposes of the passive foreign investment company tests as owning a proportionate share of the assets of the other corporation, and as receiving directly a proportionate share of the other corporation's income.

We believe, based on our present and projected composition of our income and valuation of our assets, we were not classified as a passive foreign investment company for U.S. federal income tax purposes for our 2014 tax year, although no assurance can be given in this regard. Whether we are a passive foreign investment company for any particular taxable year is determined on an annual basis and will depend on the composition of our income and assets, including goodwill. The calculation of goodwill will be based, in part, on the then market value of our capital stock, which is subject to fluctuation. Accordingly, there can be no assurance that we will not be classified as a passive foreign investment company in the current or any future taxable year.

If we are a passive foreign investment company for any taxable year during which a U.S. Holder has an equity interest in our company, unless the U.S. Holder makes a mark-to-market election as discussed below, such U.S. Holder will be subject to special tax rules in any future taxable year regardless of whether we are classified as a passive foreign investment company in such future years with respect to (a) "excess distributions" and (b) gain from the disposition of stock. Excess distributions are defined generally as the excess of the amount received with respect to the equity interests in the taxable year over 125% of the average annual distributions received in the shorter of either the three previous years or a U.S. Holder's holding period before the taxable year and must be allocated ratably to each day of the U.S. Holder's holding period. The amount allocated to the current taxable year or any year before we became a passive foreign investment company will be included as ordinary income in a U.S. Holder's gross income for that year. The amount allocated to other prior taxable years will be taxed as ordinary income at the highest rate in effect for a U.S. Holder in that prior year and the tax is subject to an interest charge at the rate applicable to deficiencies in income taxes. The entire amount of any gain realized upon the sale or other disposition of the equity interests will be treated as an excess distribution made in the year of sale or other disposition and as a consequence will be treated as ordinary income and, to the extent allocated to years prior to the year of sale or disposition with respect to which we were a passive foreign investment company, will be subject to the interest charge described above.

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In certain circumstances, instead of being subject to the excess distribution rules discussed above, a U.S. Holder may make an election to include gain on the ADSs or ordinary shares of a passive foreign investment company as ordinary income under a mark-to-market method, provided that the ADSs or ordinary shares are regularly traded on a qualified exchange. Under current law, the mark-to-market election is only available for ADSs or ordinary shares that are regularly traded within the meaning of U.S. Treasury regulations on certain designated U.S. exchanges and foreign exchanges that meet trading, listing, financial disclosure and other requirements to be treated as a qualified exchange under applicable U.S. Treasury regulations. The Nasdaq Stock Market is a qualified exchange. The ordinary shares may not be eligible for mark-to-market treatment under the foregoing rule even if the ADSs otherwise satisfy the applicable requirement.

If a U.S. Holder makes a mark-to-market election, the U.S. Holder will include each year as ordinary income, rather than capital gain, the excess, if any, of the fair market value of the U.S. Holder's ADSs or ordinary shares at the end of the taxable year over such U.S. Holder's adjusted basis in the ADSs (or ordinary shares, if applicable) and will be permitted an ordinary loss in respect of the excess, if any, of the adjusted basis of these ADSs or ordinary shares over their fair market value at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. A U.S. Holder's basis in the ADSs or ordinary shares will be adjusted to reflect any such income or loss amounts. Any gain or loss on the sale of the ADSs or ordinary shares will be ordinary income or loss, except that this loss will be ordinary loss only to the extent of the previously included net mark-to-market gain.

If we are a passive foreign investment company, then under certain circumstances a U.S. Holder must file Internal Revenue Service Form 8621.

Information Reporting and Back-up Withholding. U.S. holders generally are subject to information reporting requirements with respect to dividends on, or proceeds from the disposition of, our ordinary shares. In addition, a U.S. holder may be subject, under certain circumstances, to backup withholding at a rate of up to 28% with respect to dividends paid on, or proceeds from the disposition of, our ordinary shares unless the U.S. holder provides proof of an applicable exemption or correct taxpayer identification number, and otherwise complies with the applicable requirements of the backup withholding rules. A U.S. holder of our ordinary shares who provides an incorrect taxpayer identification number may be subject to penalties imposed by the IRS. Amounts withheld under the backup withholding rules are not an additional tax and may be refunded or credited against the U.S. holder's U.S. federal income tax liability, provided the required information is furnished to the IRS.

A U.S. Holder is urged to consult its tax advisor concerning the U.S. federal income tax consequences of an investment in our ADSs or ordinary shares if we are or become a passive foreign investment company, including the possibility of making a market-to-market election.

Cayman Islands Taxation

The Cayman Islands currently levy no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to our company levied by the Government of the Cayman Islands except for stamp duties that may be applicable on instruments executed in, or after execution brought within the jurisdiction of, the Cayman Islands. The Cayman Islands are not party to any double taxation treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

We have, pursuant to Section 6 of the Tax Concessions Law (1999 Revision) of the Cayman Islands, obtained an undertaking from the Governor-in-Council that:

- no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciation applies to us or our operations; and
- the aforesaid tax or any tax in the nature of estate duty or inheritance tax are not payable on our ordinary shares, debentures or other obligations.

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The undertaking that we have obtained is for a period of 20 years from March 1, 2005.

Documents on Display

We have previously filed with the SEC our registration statement on Form F-1 and Form F-6 under the Securities Act of 1933, as amended (the “Securities Act”) with respect to our ADSs.

We are subject to the periodic reporting and other informational requirements of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”). Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F no later than four months after the close of each fiscal year, which is December 31. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and our officers, directors, and principal shareholders are exempt from the reporting and short-swing profit recovery provisions of Section 16 of the Exchange Act.

Copies of reports and other information, when so filed, may be inspected without charge and may be obtained at prescribed rates at the public reference facilities maintained by the Securities and Exchange Commission at the SEC’s public reference room in Washington D.C. at 100 F Street, N.E., Room 1580, Washington D.C. 20549. You can request copies of these documents upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. The SEC also maintains a Website at www.sec.gov that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk. Our exposure to changes in interest rates is limited to interest income generated by our cash deposited with banks and short-term investments maintained in bond funds and structured notes. We do not believe that a 1% change in interest rates would have a significant impact on our operations.

Foreign currency risk. Since 2012, we consider our direct exposure to foreign exchange rate fluctuations to be minimal. Prior to 2012, we reported our financial results in NT dollars and our direct exposure to foreign exchange rate fluctuations was more significant. Gains or losses from foreign currency re-measurement are included in “Non-Operating Income (Expenses)” in our Consolidated Financial Statements. The impact of foreign currency transaction gain or loss included in determining net income (loss) for 2012, 2013 and 2014 was \$0.4 million, nil and (0.6) million, respectively. Currently, the majority of our revenue, cost of sales, accounts receivable, and accounts payable are denominated in U.S. dollars. Increases in the value of the U.S. dollar relative to other currencies would make our products more expensive, which could negatively impact our ability to compete. Conversely, decreases in the value of the U.S. dollar relative to other currencies could result in our suppliers raising their prices in order to continue doing business with us. Fluctuations in currency exchange rates could harm our business in the future. We do not utilize foreign exchange derivatives contracts to protect against changes in foreign exchange rates.

Also refer to “Risk Factors — We are subject to risks associated with international operations which may harm our business.”

Investment Risk. Prior to March 2007, we invested in equity instruments of privately held companies. We have minority stake equity investments in Cashido and Vastview Technology, private companies related to semiconductor and other technology industries. These investments are accounted for under the cost method because our ownership is less than 20% and we do not have the ability to exercise significant influence over the operations of these companies. As of December 31, 2014, the aggregate carrying value of these investments on our balance sheet was US\$0.1 million. We monitor these investments for impairment and make appropriate reductions in carrying value when an impairment is deemed to be other than temporary. There were no impairments for the years ended on December 31, 2012, 2013 and 2014, respectively.

As of December 31, 2014, we also had US\$0.7 million of short-term investments maintained in bond funds.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Depository Fees and Charges. For the year-ended December 31, 2014, we received from our depository bank a reimbursement of US\$0.6 million, net of withholding tax, for our continuing annual stock exchange listing fees and our other expenses incurred in connection with maintaining and promoting our ADS program. In addition, the depository bank has agreed to reimburse us annually for a fixed number of years for our continuing annual stock exchange listing fees and our other expenses incurred in connection with maintaining and promoting our ADS program. The amount of annual reimbursements is subject to certain limits.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2014. Disclosure controls and procedures are designed to ensure that the material financial and non-financial information required to be disclosed in this annual report on Form 20-F and filed with the SEC is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. The evaluation was performed with the participation of our key corporate senior management, and under the supervision of our Chief Financial Officer, or CFO, Riyadh Lai, and our President and Chief Executive Officer, or CEO, Wallace Kou. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable, rather than absolute, assurances of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the foregoing, our management, including our CEO and CFO, concluded that our disclosure controls and procedures were effective.

Management's Report on Internal Control over Financial Reporting

Our management, including our CEO and CFO, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined under Exchange Act Rules 13a-15(f) and 15d-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States. Internal control over financial reporting includes those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with appropriate authorizations; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Our management assessed the effectiveness of our internal control over financial reporting as of the end of the period covered by this annual report based on the criteria set forth in the Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Their assessment included an evaluation of the design of our internal control over financial reporting and testing of the operational effectiveness of our internal control over financial reporting. Based on that assessment, our management concluded that as of December 31, 2014 the company's internal control over financial reporting was effective.

Deloitte & Touche, the independent registered public accounting firm that audited our consolidated financial statements included in this annual report has issued an attestation report regarding internal control over financial reporting.

Changes in Internal Control over Financial Reporting

During 2014, no change to our internal control over financial reporting occurred that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

All internal control systems no matter how well designed and implemented have inherent limitations. Even systems determined to be effective may not prevent or detect misstatements or fraud and can only provide reasonable assurance with respect to disclosure and financial statement presentation and reporting. Additionally, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changed conditions and the degree of compliance with the policies or procedures may deteriorate.

Attestation Report Of The Independent Registered Public Accounting Firm

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have audited the internal control over financial reporting of Silicon Motion Technology Corporation and subsidiaries (the “Company”) as of December 31, 2014, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel 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. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2014 of the Company and our report dated April 29, 2015 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche
Taipei, Taiwan
Republic of China
April 29, 2015

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ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that Mr. Tsung-Ming Chung, the Chairman of our audit committee and an independent director, is an “audit committee financial expert” under Nasdaq and SEC rules.

ITEM 16B. CODE OF ETHICS

Our board of directors has adopted a code of business conduct and ethics applicable to every employee of our company, including our CEO and our CFO, consistent with the requirements of the Nasdaq Stock Market. A copy of our code of ethics has been filed with the SEC as Exhibit 11.1 to our annual report on Form 20-F filed on June 30, 2006. For further information, see our Code of Ethics posted on our website (www.siliconmotion.com).

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Deloitte & Touche has acted as the independent registered public accountants of our company and its subsidiaries for 2013 and 2014. The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by Deloitte & Touche for the periods indicated.

	<u>2013</u> US\$	<u>2014</u> US\$
	(in thousands)	
Audit Fees (1)	747	773
Audit-Related Fees (2)	—	—
Tax Fees (3)	126	157
All Other Fees (4)	—	50
Total	873	980

- (1) *Audit Fees.* This category includes the audit and review of our annual financial statements and services that are normally provided by the independent auditors in connection with regulatory filings or engagements, consultations provided on audit and accounting matters that arise during, or as a result of, the audits or the reviews of interim financial statements, audit procedures related to reviews of offering documents, registration statements and issuance of comfort letters.
- (2) *Audit-Related Fees.* This category consists of assurance and related services by Deloitte & Touche that are reasonably related to the performance of the audit or review of our financial statements and are not reported above under “Audit Fees.” Deloitte & Touche did not provide any services under this category in 2013 or 2014.
- (3) *Tax Fees.* This category consists of professional services rendered by Deloitte & Touche for tax compliance and tax advice. The services for the fees disclosed in this category include tax return preparation and technical tax advice.
- (4) *All other fees.* This category consists of consulting services rendered by Deloitte & Touche for COSO 2013.

Our audit committee is responsible for the retention of our independent registered public accounting firm, which currently is Deloitte & Touche. Our audit committee has adopted its own rules of procedure, in the form of an audit committee charter. The audit committee’s rules of procedure provide for a process with respect to the prior approval of all non-audit services to be performed by our independent auditors. Our audit committee reports to our board of directors regarding the scope and results of our annual audits, compliance with our accounting and financial policies and management’s procedures and policies related to the adequacy of our internal accounting controls.

In 2014 our audit committee approved all of the audit services provided by Deloitte & Touche and the other services provided by Deloitte & Touche.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

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ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

We are incorporated in the Cayman Islands and our corporate governance practices are governed by applicable Cayman Islands law. In addition, because our ADSs are listed on the Nasdaq Global Select Market, we are subject to Nasdaq corporate governance requirements. Nasdaq Listing Rule 5615(a)(3) permits foreign private issuers like us to follow "home country practice" with respect to certain corporate governance matters. We are committed to a high standard of corporate governance. As such, we endeavor to comply with the Nasdaq corporate governance practices and believe that we are currently in compliance with Nasdaq corporate governance practices that are applicable to foreign private issuers.

PART III**ITEM 17. FINANCIAL STATEMENTS**

Not applicable.

ITEM 18. FINANCIAL STATEMENTS

Our consolidated financial statements are included in this annual report at pages F-1 through F-32.

ITEM 19. EXHIBITS

Exhibit Number	Description
1.1	Memorandum of Association of the Registrant (incorporated by reference to Exhibit 3.1 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
1.2	Articles of Association of the Registrant (incorporated by reference to Exhibit 3.2 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
2.1	Specimen of American Depositary Receipt (incorporated by reference to Exhibit 4.1 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
2.2	Form of Deposit Agreement (incorporated by reference to Exhibit 4.2 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
2.3	Second Amended and Restated Silicon Motion Technology Corporation Equity Incentive Plan 2005 (incorporated by reference to Exhibit 2.3 of the company's Form 20-F for the year ended December 31, 2009, filed June 25, 2010).
4.1	Lease Agreement between Silicon Motion, Inc. (Taiwan) and Fang Shinn Industrial Co., Ltd. dated May 4, 2004 (incorporated by reference to Exhibit 10.1 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.2	Lease Agreement between Silicon Motion, Inc. (Taiwan) and TaiHsing Printing and Binding Co., Ltd dated February 23, 2005 (incorporated by reference to Exhibit 10.2 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.3	Lease Agreement between Silicon Motion, Inc. (Taiwan) and Winsome Development Inc. dated November 27, 2003 (incorporated by reference to Exhibit 10.3 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.4	Lease Agreement between Silicon Motion, Inc. (Taiwan) and Richtek Technology Corp. dated February 4, 2005 (incorporated by reference to Exhibit 10.4 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.5	Lease Agreement between Silicon Motion, Inc. (California) and Orchard Investment Company Number 205 dated January 21, 2004 (incorporated by reference to Exhibit 10.5 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).

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<u>Exhibit Number</u>	<u>Description</u>
4.6	Bank Line of Credit Agreement between Silicon Motion, Inc. (Taiwan) and Chinatrust Commercial Bank Co., Ltd. dated November 25, 2004 (incorporated by reference to Exhibit 10.6 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.7	Financial Transaction Agreement between Silicon Motion, Inc. (Taiwan) and Chinatrust Commercial Bank Co., Ltd. dated November 25, 2004 (incorporated by reference to Exhibit 10.7 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.8	Specific Clause Agreement between Silicon Motion, Inc. (Taiwan) and Chinatrust Commercial Bank Co., Ltd. dated November 25, 2004 (incorporated by reference to Exhibit 10.8 to the company's Registration Statement on Form F-1 (file no. 333-125673) filed with the Securities and Exchange Commission on June 9, 2005).
4.11	Purchase and Supply Agreement between Lexar Media, Inc. and Silicon Motion Technology Corporation, dated September 1, 2005 (incorporated by reference to Exhibit 4.11 to the Company's Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 30, 2006).
4.12	Share Purchase Agreement dated as of April 18, 2007 among Silicon Motion Technology Corporation, Lake Tahoe Investment Corporation, FCI Inc. and Kwang Jun Yun and the shareholders of FCI (incorporated by reference to Exhibit 4.12 to the Company's Annual Report on Form 20-F filed with the Securities and Exchange Commission on July 2, 2007).
4.13*	Share Purchase Agreement dated as of April 24, 2015 among Silicon Motion Technology Corporation, Silicon Motion Technology (Hong Kong) Ltd., F-Tec Holdings International Ltd., the shareholders of F-Tec Holdings International Ltd. and Xueshi Yang, as the Sellers' Representative.
8.1 *	List of Subsidiaries.
11.1	Code of Ethics (incorporated by reference to Exhibit 11.1 to the company's Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 30, 2006).
12.1 *	Certification of Chief Executive Officer Required by Rule 13a-14(a).
12.2 *	Certification of Chief Financial Officer Required by Rule 13a-14(a).
13.1 *	Certification of Chief Executive Officer and Chief Financial Officer required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code.
23.1 *	Consent of Deloitte & Touche.
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

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SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Silicon Motion Technology Corporation

We have audited the accompanying consolidated balance sheets of Silicon Motion Technology Corporation and subsidiaries (the “Company”) as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, changes in shareholders’ equity and cash flows for each of the three years in the period ended December 31, 2014, all expressed in U.S. dollars. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of December 31, 2014, based on the criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated April 29, 2015 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ Deloitte & Touche
Taipei, Taiwan
Republic of China
April 29, 2015

SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In Thousands, Except Par Value)

	December 31	
	2013	2014
	US\$	US\$
ASSETS		
Current Assets		
Cash and cash equivalents	161,720	194,211
Short-term investments	742	703
Notes and accounts receivable, net	31,213	28,854
Inventories	33,666	44,076
Restricted assets-current	15,299	19,322
Deferred income tax assets, net	1,278	—
Prepaid expenses and other current assets	2,621	3,274
Total current assets	<u>246,539</u>	<u>290,440</u>
Long-term investments	133	133
Property and equipment, net	30,195	35,537
Deferred income tax assets, net	714	1,909
Goodwill	35,474	35,467
Other assets	3,708	3,436
Total assets	<u>316,763</u>	<u>366,922</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Notes and accounts payable	14,661	14,246
Income tax payable	8,189	17,696
Current portion of long-term payable	207	478
Deferred income tax liabilities, net	—	388
Accrued expenses and other current liabilities	17,610	23,646
Total current liabilities	<u>40,667</u>	<u>56,454</u>
Long-term payable, net of current portion	211	284
Other long-term liabilities	5,188	6,084
Total liabilities	<u>46,066</u>	<u>62,822</u>
Commitments and Contingencies (Note 15)		
Shareholders' Equity		
Ordinary Shares at US\$ 0.01 par value per share		
Authorized: 500,000 thousand shares		
Issued and outstanding: 131,630 thousand shares in 2013 and 135,622 thousand shares in 2014	1,316	1,356
Additional paid-in capital	180,016	190,783
Accumulated other comprehensive income	4,095	2,505
Retained Earnings	85,270	109,456
Total shareholders' equity	<u>270,697</u>	<u>304,100</u>
Total liabilities and shareholders' equity	<u>316,763</u>	<u>366,922</u>

The accompanying notes are an integral part of the consolidated financial statements.

SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(In Thousands, Except Earnings Per Share)

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
NET SALES	281,370	225,308	289,323
COST OF SALES	149,650	118,698	139,625
GROSS PROFIT	<u>131,720</u>	<u>106,610</u>	<u>149,698</u>
OPERATING EXPENSES			
Research and development	50,975	46,460	60,949
Sales and marketing	15,919	13,597	16,324
General and administrative	12,156	11,250	13,355
Total operating expenses	<u>79,050</u>	<u>71,307</u>	<u>90,628</u>
OPERATING INCOME	<u>52,670</u>	<u>35,303</u>	<u>59,070</u>
NON-OPERATING INCOME (EXPENSES)			
Gain from disposal of short-term investments	2	122	4
Unrealized holding loss on short-term investment	(118)	—	—
Dividend income	17	—	—
Interest income	1,433	1,845	2,215
Foreign exchange gain (loss), net	390	(25)	(606)
Interest expense	(61)	(110)	(114)
Other income, net	1	13	(1)
Total non-operating income	<u>1,664</u>	<u>1,845</u>	<u>1,498</u>
INCOME BEFORE INCOME TAX	54,334	37,148	60,568
INCOME TAX EXPENSE	7,116	9,772	16,101
NET INCOME	<u>47,218</u>	<u>27,376</u>	<u>44,467</u>
EARNINGS PER ORDINARY SHARE:			
Basic	<u>0.37</u>	<u>0.21</u>	<u>0.33</u>
Diluted	<u>0.35</u>	<u>0.20</u>	<u>0.33</u>
WEIGHTED AVERAGE ORDINARY SHARES OUTSTANDING			
Basic (Thousands)	<u>129,259</u>	<u>132,259</u>	<u>134,604</u>
Diluted (Thousands)	<u>134,504</u>	<u>134,567</u>	<u>136,787</u>
EARNINGS PER ADS (one ADS equals four ordinary shares):			
Basic	<u>1.46</u>	<u>0.83</u>	<u>1.32</u>
Diluted	<u>1.40</u>	<u>0.81</u>	<u>1.30</u>
WEIGHTED AVERAGE ADS OUTSTANDING			
Basic (Thousands)	<u>32,315</u>	<u>33,065</u>	<u>33,651</u>
Diluted (Thousands)	<u>33,626</u>	<u>33,642</u>	<u>34,197</u>

The accompanying notes are an integral part of the consolidated financial statements.

SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Thousands)

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
NET INCOME	47,218	27,376	44,467
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX EFFECT OF NIL			
Change in net foreign currency translation adjustments	1,947	633	(1,202)
Change in deferred pension gain (loss)	(337)	(203)	(388)
OTHER COMPREHENSIVE INCOME (LOSS)	1,610	430	(1,590)
TOTAL COMPREHENSIVE INCOME	<u>48,828</u>	<u>27,806</u>	<u>42,877</u>

The accompanying notes are an integral part of the consolidated financial statements.

SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(In Thousands, Except Per Share Data)

	Ordinary Share		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock	Total Shareholders' Equity
	Shares (thousands)	Amount US\$					
BALANCE, JANUARY 1, 2012	124,572	1,246	161,968	2,055	36,231	—	201,500
Net income	—	—	—	—	47,218	—	47,218
Other comprehensive income	—	—	—	1,610	—	—	1,610
Stock-based compensation expenses	—	—	11,802	—	—	—	11,802
Issuance of ordinary shares upon exercise of employee stock options and restricted stock units	5,468	54	82	—	—	—	136
BALANCE, DECEMBER 31, 2012	130,040	1,300	173,852	3,665	83,449	—	262,266
Net income	—	—	—	—	27,376	—	27,376
Other comprehensive income	—	—	—	430	—	—	430
Stock-based compensation expenses	—	—	10,262	—	—	—	10,262
Issuance of ordinary shares upon exercise of employee stock options and restricted stock units	5,154	52	294	—	—	—	346
Share repurchase	—	—	—	—	—	(10,018)	(10,018)
Dividends declared (US\$0.15 per ordinary share)	—	—	—	—	(19,965)	—	(19,965)
Treasury stock retired	(3,564)	(36)	(4,392)	—	(5,590)	10,018	—
BALANCE, DECEMBER 31, 2013	131,630	1,316	180,016	4,095	85,270	—	270,697
Net income	—	—	—	—	44,467	—	44,467
Other comprehensive income	—	—	—	(1,590)	—	—	(1,590)
Stock-based compensation expenses	—	—	10,347	—	—	—	10,347
Issuance of ordinary shares upon exercise of employee stock options and restricted stock units	3,992	40	420	—	—	—	460
Dividends declared (US\$0.15 per ordinary share)	—	—	—	—	(20,281)	—	(20,281)
BALANCE, DECEMBER 31, 2014	135,622	1,356	190,783	2,505	109,456	—	304,100

The accompanying notes are an integral part of the consolidated financial statements.

SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)

	Year Ended December 31		
	2012 US\$	2013 US\$	2014 US\$
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	47,218	27,376	44,467
Adjustments to reconcile net income to net cash provided by operating activities:			
Unrealized holding loss on short-term investment	118	—	—
Depreciation and amortization	5,881	6,429	6,917
Gain from disposal of short-term investments	(2)	(122)	(4)
Stock-based compensation	11,802	10,262	10,347
Loss on disposal of property and equipment	26	5	18
Deferred income taxes	1,582	1,181	471
Changes in operating assets and liabilities:			
Short-term investments	(12,018)	14,265	—
Notes and accounts receivable	2,002	5,572	2,359
Inventories	(1,828)	(1,523)	(10,410)
Prepaid expenses and other current assets	248	(403)	(678)
Other assets	590	(143)	67
Notes and accounts payable	5,644	(11,981)	(415)
Accrued expenses and other current liabilities	6,390	(7,415)	5,543
Income tax payable	1,362	3,520	9,507
Other liabilities	221	2,105	536
Net cash provided by operating activities	<u>69,236</u>	<u>49,128</u>	<u>68,725</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Return of capital from long-term investments	—	46	—
Purchase of property and equipment	(4,280)	(12,772)	(11,596)
Changes in restricted assets	(469)	(89)	(3,817)
Net cash used in investing activities	<u>(4,749)</u>	<u>(12,815)</u>	<u>(15,413)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from issuance of ordinary shares upon exercise of employee stock options	224	422	514
Share repurchase	—	(10,018)	—
Dividends paid	—	(19,897)	(20,224)
Net cash provided by (used in) financing activities	<u>224</u>	<u>(29,493)</u>	<u>(19,710)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	64,711	6,820	33,602
EFFECT OF EXCHANGE RATE CHANGES	1,260	166	(1,111)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	88,763	154,734	161,720
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>154,734</u>	<u>161,720</u>	<u>194,211</u>
SUPPLEMENTAL INFORMATION			
Interest paid	—	86	71
Income taxes paid	<u>3,256</u>	<u>2,947</u>	<u>5,892</u>

The accompanying notes are an integral part of the consolidated financial statements.

SILICON MOTION TECHNOLOGY CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands)

1. ORGANIZATION AND OPERATIONS

Silicon Motion Technology Corporation (“SMTC”, collectively with its subsidiaries the “Company”) was incorporated in the Cayman Islands on January 27, 2005. The Company is a fabless semiconductor company that designs, develops and markets, high-performance, low-power semiconductor solutions to OEMs and other customers in the mobile storage and mobile communications markets. In the mobile storage market, the Company’s key products are microcontrollers used in solid state storage devices such as SSDs, eMMCs and other embedded flash applications, as well as removable storage products such as flash memory cards and USB flash drives. For the mobile communications market, the Company’s key products are handset transceivers and mobile TV IC solutions.

The Company acquired SMI Taiwan in April 2005. Originally SMI Taiwan was known as Feiya Technology Corporation (“Feiya”), a Taiwan corporation which was incorporated in April 1997 but had changed its name to SMI Taiwan after acquiring in August 2002 Silicon Motion, Inc., a California corporation (“SMI USA”), which was incorporated in November 1995. Feiya was originally a flash memory products company and SMI USA a graphics processor company. In April 2007, the Company acquired FCI, a leading designer of RF ICs for mobile TV and wireless communications based in South Korea. The Company established Silicon Motion BV in the Netherlands in 2011 with the purpose of expanding its business activities in Europe, as well as providing supervisory, financing, legal support, accounting services and shareholding for the Company’s businesses in other parts of the world.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The consolidated financial statements include the accounts of SMTC and its wholly-owned subsidiaries. The Company owns 100% of the outstanding shares in all of its subsidiaries, except for FCI which the Company owns over 99.9%. All significant intercompany balances and transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. The actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist of cash, cash equivalents, investment in debt securities and accounts receivable. Cash is deposited with high credit-quality financial institutions. For accounts receivable, the Company performs ongoing credit evaluations of its customers’ financial condition and the Company maintains an allowance for doubtful accounts receivable based upon a review of the expected collectibility of individual accounts.

The Company sells semiconductor solutions to leading module makers and OEMs worldwide. The Company provides high performance flash memory storage controllers to companies such as SK Hynix, Netcom, Micron, Samsung, Sony, and Transcend. The Company is a leading supplier of controllers used in eMMC

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embedded memory, flash memory cards, and USB flash drives. The Company provides innovative mobile communications ICs primarily to LG and Samsung. Sales to one customer in 2012, and two customers in 2013 and 2014 accounted for 10% or more of our net revenue, represented 35%, 46% and 47% of our net revenue in 2012, 2013 and 2014, respectively. In 2012, the significant customer was Samsung and in 2013 and 2014, Samsung and SK Hynix. The Company's top ten customers in 2012, 2013 and 2014 accounted for approximately 75%, 76% and 76% of net sales.

Fair Value of Financial Instruments

The carrying amount of the Company's financial instruments, including cash and cash equivalents, notes and accounts receivable and notes and accounts payables approximates fair value due to the short-term maturity of the instruments. Fair values of short-term investments represent quoted market prices, if available. If no quoted market prices are available, fair values are estimated based on discounted cash flow, or other valuation techniques. Long-term investments are privately-held companies where there is no readily determinable market value and are recorded using the cost method, since the cost of obtaining verifiable fair value is unreasonably high. The Company periodically evaluates these investments for impairment. If it is determined that an other-than-temporary decline has occurred in the carrying value, an impairment loss is recorded for that period. The Company's long-term liabilities approximate their fair values as they contain interest rates that vary according to market interest rates.

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that assets or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the Company. A three-tier fair value hierarchy is established as a basis for considering such assumptions and for inputs used in the valuation methodologies in measuring fair value. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 — Use unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 — Use observable inputs other than Level 1 prices such as quoted prices for identical or similar instruments in markets that are not active, quoted prices for similar instruments in active markets, and model-based valuation in which all significant inputs are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Use inputs that are generally unobservable and reflect the use of significant management judgments and estimates.

See Note 17, "Fair Value Measurement", for the related disclosure.

Cash Equivalents

The Company considers all highly liquid investments with maturities within three months from the date of purchase to be cash equivalents.

Short-term Investments

The Company's short-term investments are short-term income yielding investments with original maturities greater than three months from the purchase date and remaining maturities less than one year. These short-term investments consist primarily of bond funds that are bought and held principally for the purpose of selling them in the near term and are classified as trading securities as well as structured notes designated at the fair value. They are reported at fair value with the subsequent changes in fair value recorded in earnings as unrealized gains and losses.

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Allowance for Doubtful Receivables

An allowance for doubtful receivables is provided based on a review of the collectability of accounts receivables. The Company determines the amount of allowance for doubtful receivables by examining the historical collection experience and current trends in the credit quality of its customers as well as its internal credit policies.

Inventories

Inventories are stated at the lower of cost or market value. Inventories are recorded at standard cost and adjusted to the approximate weighted-average cost at the balance sheet date. Market value represents the current replacement cost for raw materials, work in process and finished goods. The Company assesses its inventory for estimated obsolescence or unmarketable inventory based upon management's assumptions about future demand and market conditions. In estimating reserves for obsolescence, the Company primarily evaluates estimates based on the timing of the introduction of new products and the quantities remaining of old products and provides reserves for inventory on hand in excess of the estimated demand. Estimated losses on slow-moving items are recognized and included in the allowance for losses.

Long-term Investments

The Company has long-term investments in companies that it does not exercise significant influence and accounts for these investments under the cost method. Management regularly evaluates financial information related to these investments to determine whether an other than temporary decline in their value exists. Factors indicative of an other than temporary decline include recurring operating losses, credit defaults and subsequent rounds of financings at an amount below the cost basis of the investment. Management periodically weighs all quantitative and qualitative factors in determining if any impairment loss exists. When a decline in value is deemed to be other-than-temporary, the Company recognizes an impairment loss in other income and expense.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Significant additions, renewals and betterments are capitalized, while maintenance and repairs are expensed as incurred.

Depreciation is computed using the straight-line method over estimated useful lives that range as follows: buildings — 25 to 50 years; machinery and equipment — 3 to 6 years; furniture and fixtures — 3 to 8 years; software — 1 to 5 years; leasehold and buildings improvement — the shorter of the estimated useful life or lease term, which is generally 2 to 6 years. Depreciation expense recognized for the years ended December 31, 2012, 2013 and 2014 was approximately US\$5,881 thousand, US\$6,429 thousand and US\$6,917 thousand, respectively.

Upon the sale or other disposal of property and equipment, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss is credited or charged to operating income.

Government Grants

Grants received by the Company from the Korean government to assist with specific research and development activities are deducted from those research and development costs incurred, in the period in which the related expenses are incurred, to the extent that they are non-refundable. Government grants that were used for the acquisition of fixed assets are deducted from the acquisition costs of the acquired assets and amortized over the useful lives of the related assets. The Company recognizes refundable government grants as long-term payable and current portion of long-term payable on its consolidated balance sheet.

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Goodwill and Intangible Assets

Goodwill is the excess of the purchase price paid over the fair value of the net tangible and intangible assets acquired in a business combination. Intangible assets, which consist primarily of core technology and customer relationship, are amortized over their estimated useful lives, of 4 years at the time of acquisition.

Impairment of Goodwill and Long-Lived Assets

The Company evaluates the recoverability of long-lived assets whenever events or changes in circumstances indicate the carrying value may not be recoverable. The determination of recoverability is based on an estimate of undiscounted cash flows expected to result from the use of an asset and its eventual disposition. The estimate of cash flows is based upon, among other things, certain assumptions about expected future operating performance, growth rates and other factors. Estimates of undiscounted cash flows may differ from actual cash flows due to, among other things, technological changes, economic conditions, changes to the business model or changes in operating performance. If the sum of the undiscounted cash flows is less than the carrying value, an impairment loss is recognized, measured as the amount by which the carrying value exceeds the fair value of the asset. Fair value is determined by reference to quoted market prices, if available, or discounted cash flows, as appropriate. See Note 9, "Goodwill and Acquired Intangible Assets," regarding impairment testing in fiscal year 2012, 2013 and 2014.

The Company monitors the recoverability of goodwill recorded in connection with acquisitions, by reporting unit, annually, or sooner if events or changes in circumstances indicate that the carrying amount may not be recoverable. The Company conducts its annual impairment test of goodwill on November 30. Reporting units may be operating segments as a whole or an operation one level below an operating segment, referred to as a component. Goodwill impairment is tested using a two-step approach. The first step compares the fair value of a reporting unit to its carrying amount, including goodwill. If the fair value of the reporting unit is greater than its carrying amount, goodwill is not considered impaired and the second step is not required. If the fair value of the reporting unit is less than its carrying amount, the second step of the impairment test measures the amount of the impairment loss, if any, by comparing the implied fair value of goodwill to its carrying amount. If the carrying amount of goodwill exceeds its implied fair value, an impairment loss is recognized equal to that excess. The implied fair value of goodwill is calculated in the same manner that goodwill is calculated in a business combination, whereby the fair value of the reporting unit is allocated to all of the assets and liabilities of that unit, with the excess purchase price over the amounts assigned to assets and liabilities. Estimating fair value is performed by utilizing various valuation approaches, such as income approach or market approach. The total of all reporting unit fair values was also compared to the Company's market capitalization plus control premium for reasonableness. See Note 9, "Goodwill and Acquired Intangible Assets," regarding impairment testing.

Other Assets

Other assets primarily consist of industrial property right and deposits for office leases.

Restricted Assets

Restricted assets consist of deposits required for litigation and restricted cash. Restricted cash represents cash set aside as collateral for obtaining capacity and borrowings as well as cash received from government grants with restriction on its usage.

Pension Costs

For employees under defined contribution pension plans, pension costs are recorded based on the actual contributions made to employees' individual pension accounts. For employees under defined benefit pension plans, pension costs are recorded based on actuarial calculations.

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Revenue Recognition

Revenue from product sales is generally recognized upon shipment to the customer provided that the Company has received a signed purchase order, the price is fixed or determinable, transfer of title has occurred in accordance with the shipping terms specified in the arrangement with the customer, collectibility from the customer is considered reasonably assured, product returns are reasonably estimable and there are no remaining significant obligations or customer acceptance requirements. Revenue on development service orders is generally recognized upon completion and customer acceptance of contractually agreed milestones.

The Company grants certain distributors limited rights of return and price protection rights on unsold products. The return rights are generally limited to five percent of the monetary value of products purchased within the preceding six months, provided that the distributor places a corresponding restocking order of equal or greater value. An allowance for sales returns for distributors and all customers is recorded at the time of sale based on historical returns information available, management's judgment and any known factors at the time the financial statements are prepared that would significantly affect the allowance. Price protection rights are based on the inventory products the distributors have on hand at the date the price protection is offered. A reserve for price adjustments is recorded based on the estimated products on hand at the distributors and historical experience. The Company incurred actual price adjustments to distributors are minimal.

The Company provides a warranty period of one year for manufacturing defects of its products. Warranty returns have been infrequent and relate to defective or off-specification parts. The Company estimates a reserve for warranty based on historical experience and records this amount to cost of sales. For the years ended December 31, 2012, 2013 and 2014, the Company did not experience significant costs associated with warranty returns.

Research and Development

Research and development costs consist of expenditures incurred during the course of planned research and investigation aimed at the discovery of new knowledge that will be useful in developing new products or at significantly enhancing existing products as well as expenditures incurred for the design and testing of product alternatives. All expenditures related to research and development activities of the Company are charged to operating expenses when incurred. Third-party research and development costs are expensed when the contracted work has been performed or as milestone results have been achieved.

Income Taxes

The provision for income tax represents income tax paid and payable for the current year plus the changes in the deferred income tax assets and liabilities during the years. Deferred income tax assets are recognized for net operating loss carryforwards, research and development credits, and temporary differences. The Company believes that uncertainty exists regarding the realizability of certain deferred income tax assets and, accordingly, has established a valuation allowance for those deferred income tax assets to the extent the realizability is not deemed to be more likely than not. Deferred income tax assets and liabilities are measured using enacted tax rates.

The Company utilizes a two step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained in a dispute with taxing authorities, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount which is more than 50% likely of being realized upon ultimate settlement.

SMI Taiwan, the Company's largest operating company is a Taiwan registered company. Under Taiwan tax regulations, the current year's earnings, on an after tax basis, that are not distributed in the following year are subject to a 10% additional income tax. This 10% additional income tax is recognized in the period during which the related earnings are generated.

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The Taiwan government enacted the Income Basic Tax Act (“the IBT Act”), which became effective on January 1, 2006. The alternative minimum tax (“AMT”) imposed under the IBT Act is a supplemental tax levied at a rate of 10% which is payable if the income tax payable determined pursuant to the Income Tax Law is below the minimum amount prescribed under the IBT Act. The taxable income for calculating the AMT includes most of the income that is exempted from income tax under various laws and statutes. The Company has considered the impact of the IBT Act in the determination of its tax liabilities. Under the IBT Act amended in August 2012, the standard deduction and the tax rate of AMT were amended from NT\$1,000 thousand to be NT\$500 thousand and from 10% to 12%, respectively. The amended IBT Act is effective on January 1, 2013.

Foreign Currency Transactions

Foreign currency transactions are recorded at the rates of exchange in effect when the transaction occurs. Gains or losses, resulting from the application of different foreign exchange rates when cash in foreign currency is converted into the entities’ functional currency, or when foreign currency receivables and payables are settled, are credited or charged to income in the period of conversion or settlement. At the balance sheet date, assets and liabilities denominated in foreign currencies are remeasured based on prevailing exchange rates and any resulting gains or losses are credited or charged to income.

Translation of Foreign Currency Financial Statements

The reporting currency of the Company is the U.S. dollars. The functional currency of some of the Company’s subsidiaries is the local currency of the respective entity. Accordingly, the financial statements of the foreign subsidiaries were translated into U.S. dollars at the following exchange rates: assets and liabilities — current rate on the balance sheet date; shareholders’ equity — historical rates; income and expenses — average rate during the period. The resulting translation adjustment is recorded as a separate component of comprehensive income.

Comprehensive Income (Loss)

Comprehensive income and loss represents net income (loss) plus the results of certain changes in shareholders’ equity during a period from non-owner sources. The following table presents the components of accumulated other comprehensive income (loss) as of December 31, 2012, 2013 and 2014:

	Year Ended December 31, 2012			Year Ended December 31, 2013			Year Ended December 31, 2014		
	US\$			US\$			US\$		
	Foreign currency items	Defined benefit pension plans	Accumulated other comprehensive income (loss)	Foreign currency items	Defined benefit pension plans	Accumulated other comprehensive income (loss)	Foreign currency items	Defined benefit pension plans	Accumulated other comprehensive income (loss)
Beginning balance	1,976	79	2,055	3,923	(258)	3,665	4,556	(461)	4,095
Current-period change	1,947	(337)	1,610	633	(203)	430	(1,202)	(388)	(1,590)
Ending balance	<u>3,923</u>	<u>(258)</u>	<u>3,665</u>	<u>4,556</u>	<u>(461)</u>	<u>4,095</u>	<u>3,354</u>	<u>(849)</u>	<u>2,505</u>

Legal Contingencies

The Company is currently involved in various claims and legal proceedings. Periodically, the Company reviews the status of each significant matter and assesses the potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the amount can be estimated, the Company accrues a liability for the estimated loss. Because of uncertainties related to these matters, accruals are based only on the best information available at the time. As additional information becomes available, the Company reassesses the potential liability related to the pending claims and litigation and revises these estimates as appropriate. Such revisions in the estimates of the potential liabilities could have a material impact on the results of operations and financial position.

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Earnings Per Share

Basic earnings per share are computed by dividing net earnings attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period. Diluted earnings per share reflect the potential dilution that could occur if stock options and other dilutive securities were exercised. Dilutive securities are excluded from the computation of the diluted income per share in periods when their effect is anti-dilutive. The Company's dilutive securities consist of employee stock options and restricted stock units. The effect of dilutive securities including employee stock options and restricted stock units were 5,245 thousand shares (1,311 thousand ADSs), 2,308 thousand shares (577 thousand ADSs) and 2,183 thousand shares (546 thousand ADSs) for the years ended December 31, 2012, 2013 and 2014, respectively.

Stock-Based Compensation

The Company accounts for stock-based compensation in accordance with ASC 718 Compensation — Stock Compensation. The Company uses the Black-Scholes valuation model for the valuation of stock options and recognizes compensation expense on a straight-line basis over the requisite service period of the award. The value of our restricted stock units is based on the fair value of our shares on the date of grant and expensed over the vesting period.

Prior to the initial declaration of a quarterly cash dividend on January 22, 2013, the fair value of restricted stock units ("RSUs") was measured based on the grant date share price, as we did not historically pay cash dividends on our common stock. For awards granted on or subsequent to January 22, 2013, the fair value of RSUs was measured based on the grant date share price, less the present value of expected dividends during the vesting period, discounted at a risk-free interest rate.

Treasury Stock

Treasury stock is stated at cost and shown as a reduction to shareholders' equity.

The Company retires ordinary shares repurchased under a share repurchase plan. Accordingly, upon retirement the excess of the purchase price over par value is allocated between additional paid-in capital and retained earnings based on the average issuance price of the shares repurchased. A repurchase of ADSs is recorded as treasury stock until the Company completes the withdrawal of the underlying ordinary shares from the ADS program.

Dividends

Our Board of Directors declared payment of our first quarterly dividend on our common stock in January 2013 and the first dividend payment was made on March 4, 2013. Our Board of Directors has subsequently declared and paid dividends in each successive quarter, including in 2014. The payment of future cash dividends are subject to the Board's continuing determination that the payment of dividends are in the best interests of the Company's shareholders and are in compliance with all laws and agreements of the Company applicable to the declaration and payment of cash dividends.

Recent Accounting Pronouncements

In February 2013, the FASB issued an accounting update, which provides guidance for the recognition, measurement and disclosure of obligations resulting from joint and several liability arrangements for which the total amount of the obligation within the scope of the guidance is fixed at the reporting date. The guidance requires an entity to measure such obligations as the sum of the amount that the reporting entity agreed to pay on the basis of its arrangement among its co-obligors plus additional amounts the reporting entity expects to pay on behalf of its co-obligors. The new guidance is effective for fiscal years beginning after December 15, 2013. The adoption of this guidance did not have a material impact on the Company's results of operations, financial position or cash flows.

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In March 2013, the FASB issued an accounting update that amended guidance on a parent's accounting for the cumulative translation adjustment upon derecognition of a subsidiary or group of assets within a foreign entity. This guidance requires that the parent release any related cumulative translation adjustment into net income only if the sale or transfer results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets had resided. The guidance is effective for fiscal years beginning after December 15, 2013. The adoption of this guidance did not have a material impact on the Company's results of operations, financial position or cash flows.

In July 2013, the FASB issued an accounting update, which creates new guidance regarding the presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. Under certain circumstances, unrecognized tax benefits should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward. The guidance is effective for fiscal years beginning after December 15, 2013 and early adoption is permitted. Since this guidance is a change in financial statement presentation only, its adoption did not have material impact on the Company's result of operations, financial position or cash flows.

In April 10, 2014, the FASB issued an accounting update, which changes the criteria for reporting discontinued operations for all public and nonpublic entities. The guidance requires only disposals that represent a strategic shift that has (or will have) a major effect on the entity's results and operations would qualify as discontinued operations. The guidance also requires entities 1) to expand their disclosures about discontinued operations to include more information about assets, liabilities, income, and expenses and 2) to disclose the pre-tax income attributable to a disposal of "of an individually significant component of an entity that does not qualify for discontinued operations presentation in the financial statements." The guidance is effective for fiscal years beginning after December 15, 2014 and early adoption is prohibited. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

In May 2014, the FASB issued a new standard related to revenue recognition. Under the new standard, recognition of revenue occurs when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, the new standard requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The new standard is effective for fiscal years beginning after December 15, 2016 and early adoption is prohibited. The new guidance is required to be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying it recognized at the date of initial application. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flows.

In June 2014, the FASB issued an accounting update, which clarifies the accounting for share-based payments. The guidance requires that a performance target that affects vesting and that could be achieved after the requisite service period is treated as a performance condition. The guidance is effective for fiscal years beginning after December 15, 2015 and early adoption is permitted. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

In August 2014, the FASB issued new standard related to the presentation of financial statements when there may be conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. This standard sets forth management's responsibility to evaluate, each reporting period, whether there is substantial doubt about our ability to continue as a going concern, and if so, to provide related footnote disclosures. The standard is effective for fiscal years beginning after December 15, 2016 and early adoption is permitted. The adoption of this guidance is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

In February 2015, the FASB issued an accounting update to amend the consolidation analysis. All legal entities are subject to reevaluation under the revised consolidation model. The amendment is effective for fiscal years beginning after December 15, 2015 and early adoption is permitted. The adoption of this amendment is not expected to have a material impact on the Company's results of operations, financial position or cash flow.

3. CASH AND CASH EQUIVALENTS

	December 31	
	2013	2014
	US\$	US\$
Cash and deposits in bank	19,025	38,851
Time deposits	142,695	155,360
	<u>161,720</u>	<u>194,211</u>

4. SHORT-TERM INVESTMENTS

The Company classified certain short-term investments as trading securities in 2012, 2013 and 2014. Realized gains on sales of these trading securities were US\$2 thousand, US\$4 thousand and US\$4 thousand for the years ended December 31, 2012, 2013 and 2014, respectively. The amount of unrealized losses related to trading securities at year end were US\$118 thousand, nil and nil for the years ended December 31, 2012, 2013 and 2014, respectively. Structured notes matured in May 2013 and the Company recognized the gain of US\$118 thousand.

5. NOTES AND ACCOUNTS RECEIVABLE

	December 31	
	2013	2014
	US\$	US\$
Notes receivable	251	192
Trade accounts receivable	33,296	31,256
	<u>33,547</u>	<u>31,448</u>
Allowance for doubtful accounts	(1,275)	(1,167)
Allowance for sales returns and discounts	(1,059)	(1,427)
	<u>31,213</u>	<u>28,854</u>

The changes in the allowances are summarized as follows:

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
Allowances for doubtful accounts			
Balance, beginning of year	2,648	1,634	1,275
Additions (reversals) charged to expense, net	(663)	(359)	(108)
Write-offs	(351)	—	—
Balance, end of year	<u>1,634</u>	<u>1,275</u>	<u>1,167</u>

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
Allowances for sales returns and discounts			
Balance, beginning of year	2,709	1,919	1,059
Additions	297	1,320	1,600
Write-offs	(1,087)	(2,180)	(1,232)
Balance, end of year	<u>1,919</u>	<u>1,059</u>	<u>1,427</u>

6. INVENTORIES

The components of inventories are as follows:

	<u>December 31</u>	
	<u>2013</u>	<u>2014</u>
	US\$	US\$
Finished goods	9,117	9,787
Work in process	17,218	20,835
Raw materials	7,331	13,454
	<u>33,666</u>	<u>44,076</u>

The Company wrote down US\$1,631 thousand, US\$2,503 thousand and US\$4,561 thousand in 2012, 2013 and 2014, respectively, for estimated obsolete or unmarketable inventory.

7. LONG-TERM INVESTMENTS

As of December 31, 2013 and 2014, the Company held equity investments in several privately-held companies with the carrying value as follows:

	<u>Percentage of Ownership</u>		<u>December 31</u>	
	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>
			US\$	US\$
Cost method:				
Cashido Corp. (Cashido)	2.1%	2.1%	104	104
Vastview Technology, Corp. (Vastview)	2.9%	2.9%	29	29
			<u>133</u>	<u>133</u>

In July 2001, the Company invested in the common stock of Cashido. At the time of our investment, Cashido manufactured flash memory storage devices. Cashido currently focuses on the manufacture of computer accessories and ozone based sterilization devices.

In December 2006 and February 2007, the Company invested US\$3,360 thousand in the common stock of Vastview. Vastview is a fabless semiconductor company that develops and markets driver ICs and other ICs for the TFT-LCD industry. In 2009 and 2013, the Company received US\$808 thousand and US\$46 thousand from Vastview which reduced its share capital. From 2008 to 2010, the Company had recognized impairment charges of US\$2,462 thousand in its investment in Vastview. No impairment charges were incurred since 2011.

The Company accounts for these investments using the cost method. These investments are evaluated for impairment on an annual basis or as circumstances warrant. The Company believed there was no other than temporary impairment for the years ended December 31, 2012, 2013 and 2014, respectively.

8. PROPERTY AND EQUIPMENT

	December 31	
	2013 US\$	2014 US\$
Cost:		
Land	6,650	8,058
Buildings	16,711	19,813
Machinery and equipment	12,038	13,443
Furniture and fixtures	4,407	5,131
Leasehold and buildings improvement	3,753	4,229
Software	25,939	29,796
Total	69,498	80,470
Accumulated depreciation:		
Buildings	1,869	2,240
Machinery and equipment	9,083	10,573
Furniture and fixtures	3,224	3,492
Leasehold and buildings improvement	2,988	3,064
Software	22,160	25,807
	39,324	45,176
Prepayment and construction in progress	21	243
	30,195	35,537

In April 2006, the Company leased its land and buildings located in Taipei, Taiwan, to a third party under a three-year operating lease. Net carrying value of the leased land and building as of December 31, 2014 was US\$603 thousand and US\$161 thousand, respectively. The lessee renewed the three year operating lease with the Company in March 2009 and 2012. Annual rental income from the lease is about US\$41 thousand each year.

9. GOODWILL AND ACQUIRED INTANGIBLE ASSETS

Intangible assets: The intangible assets acquired from the Company's acquisition of FCI and Centronix in 2007 are as follows:

	December 31							
	2013				2014			
	US\$				US\$			
	Cost	Accumulated Impairment	Accumulated Amortization	Net Carrying Amount	Cost	Accumulated Impairment	Accumulated Amortization	Net Carrying Amount
Core technology	15,809	(4,474)	(11,335)	—	15,809	(4,474)	(11,335)	—
Customer relationship	8,325	—	(8,325)	—	8,325	—	(8,325)	—
Order backlog	1,243	—	(1,243)	—	1,243	—	(1,243)	—
Total	25,377	(4,474)	(20,903)	—	25,377	(4,474)	(20,903)	—

No impairment losses were recognized in 2012, 2013 and 2014. Amortization expense of acquisition-related intangible assets was nil thousand for the years ended December 31, 2012, 2013 and 2014, respectively.

Goodwill: Goodwill is not amortized, but instead is reviewed and tested for impairment at least annually and whenever events or circumstances occur which indicate that goodwill might be impaired. Impairment of goodwill is tested at the Company's reporting unit level by comparing the carrying amount, including goodwill, to the fair value.

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In performing the analysis, the Company uses the best information available, including reasonable and supportable assumptions and projections. If the carrying amount of the reporting unit exceeds its implied fair value, goodwill is considered impaired and a second step is performed to measure the amount of impairment loss, if any. The Company performed its annual impairment test on November 30. The goodwill that resulted from the Company's acquisition of FCI and Centronix in 2007 was US\$66,300 thousand. The Company's fiscal 2012, 2013 and 2014 impairment test concluded there was no impairment. In October 2011, the Company purchased BTL's assets and assumed US\$156 thousand of goodwill. Total goodwill was US\$35,474 thousand and US\$35,467 thousand as of December 31, 2013 and 2014, respectively.

	December 31							
	2013				2014			
	US\$				US\$			
	Cost	Accumulated Impairment	Foreign Currency Adjustment	Net Carrying Amount	Cost	Accumulated Impairment	Foreign Currency Adjustment	Net Carrying Amount
Goodwill	66,330	(30,808)	(18)	35,474	66,330	(30,808)	(25)	35,467

10. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

	December 31	
	2013	2014
	US\$	US\$
Wages and bonus	6,741	12,093
Research and development payable	3,012	2,468
License fees and royalties	2,637	2,982
Professional fees	1,765	1,714
Equipment	359	1,170
Others	3,096	3,219
	<u>17,610</u>	<u>23,646</u>

11. PENSION PLAN

SMI Taiwan, the Company's largest operating company is a Taiwan registered company and subject to Taiwan's Labor Pension Act (the "Act"), which became effective on July 1, 2005, and the pension mechanism under the Act is deemed a defined contribution plan. The employees who were subject to the Labor Standards Law prior to July 1, 2005 were allowed to choose to be subject to the pension mechanism under the Act or continue to be subject to the pension mechanism under the Labor Standards Law. For those employees who were subject to the Labor Standards Law prior to July 1, 2005 and still work for the same company after July 1, 2005 and have chosen to be subject to the pension mechanism under the Act, their seniority as of July 1, 2005 were maintained. The Act prescribes that the rate of contribution by an employer to employees' pension accounts per month will not be less than 6% of each employee's monthly salary. According to the Act, SMI Taiwan made monthly contributions and recognized pension costs of US\$716 thousand, US\$788 thousand and US\$872 thousand for the years ended December 31, 2012, 2013 and 2014, respectively.

The Company provides a defined benefit plan to the employees of SMI Taiwan under the Labor Standards Law that offers benefits based on an employee's length of service and average monthly salary for the six-month period prior to retirement. The Company contributes an amount equal to 2% of salaries paid each month to a pension fund (the "Fund"), which is administered by the Labor Pension Fund Supervisory Committee established by the government (the "Committee") and deposited in the Committee's name in the Bank of Taiwan. The government is responsible for the administration of all the defined benefit plans for the companies in Taiwan under the Labor Standards Law. The government also sets investment policies and strategies, determines

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investment allocation and selects investment managers. As of December 31, 2013 and 2014, the asset allocation was primarily in cash, equity securities and debt securities. Furthermore, under the Labor Standards Law, the rate of return on assets shall not be less than the average interest rate on a two-year time deposit published by the local banks. The government is responsible for any shortfall in the event that the rate of return is less than the required rate of return. However, information on how investment allocation decisions are made, inputs and valuation techniques used to measure the fair value of plan assets, the effect of fair value measurements using significant unobservable inputs on changes in plan assets for the period and significant concentrations of risk within plan assets is not fully made available to the Company by the government. Therefore, the Company is unable to provide the required fair value disclosures related to pension plan assets. Future contributions will be based on 2% of the employee salaries at that time. The Company estimates its contribution for the year ending December 31, 2015 to be US\$57 thousand which was determined based on 2% of estimated salaries in 2015.

Starting in 2010, the Company provides a defined benefit pension plan to the Korean employees of FCI, the Company's second largest operating company with at least one year of service. FCI's overall investment strategy is to avoid a negative return on plan assets. FCI estimates its contribution for the year ending December 31, 2015 to be US\$1,052 thousand.

For employees under defined contribution pension plans, pension costs are recorded based on the actual contributions made to employees' individual pension accounts. For employees under defined benefit pension plans, pension costs are recorded based on actuarial calculations. Determining the cost associated with such benefits is dependent on various actuarial assumptions, including discount rate, expected return on plan assets, compensation increase, employee mortality and turnover rates. The Company reviewed its actuarial assumptions at the measurement date on December 31 every year. The effect of modifications to assumptions is recorded in accumulated other comprehensive loss and amortized to net periodic cost over future periods using the corridor method. The Company believes that assumptions utilized in recording its obligations under its plans are reasonable based on its experience and market conditions. Independent actuaries perform the required calculations to determine expense in accordance with U.S. GAAP. Actual results may differ from the actuarial assumptions and are generally accumulated and amortized into earnings over future periods. The net periodic costs are recognized as employees render services necessary to earn the benefits.

The changes in benefits obligation and plan assets and the reconciliation of funded status are as follows:

	December 31		
	2012 US\$	2013 US\$	2014 US\$
Change in benefit obligation			
Projected benefit obligation at beginning of year	1,458	1,897	2,098
Service cost	608	440	437
Interest cost	77	58	58
Actuarial loss(gain)	(187)	(202)	814
Benefits paid	(59)	(95)	(87)
Projected benefit obligation at end of year	<u>1,897</u>	<u>2,098</u>	<u>3,320</u>
Change in plan assets			
Fair value of plan assets at beginning of year	1,376	1,925	2,319
Actual return on plan assets	43	43	31
Employer contributions	546	433	282
Benefits paid	(40)	(82)	(76)
Fair value of plan assets at end of year	<u>1,925</u>	<u>2,319</u>	<u>2,556</u>
Funded status recognized as an other asset(liabilities)	<u>28</u>	<u>221</u>	<u>(764)</u>

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Amounts recognized in accumulated other comprehensive income consist of the following:

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
Net loss	257	460	848
Transition obligation	1	1	1
Total recognized in accumulated other comprehensive income	<u>258</u>	<u>461</u>	<u>849</u>

The accumulated benefit obligation for all defined benefit pension plans was US\$1,332 thousand, US\$1,369 thousand and US\$1,762 thousand at December 31, 2012, 2013 and 2014, respectively.

The components of net periodic benefit cost are as follows:

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
Service cost	608	440	437
Interest cost	77	58	58
Projected return on plan assets	(43)	(47)	(51)
Amortization of unrecognized net transition obligation and unrecognized net actuarial gain	—	(3)	(19)
Net periodic benefit cost	<u>642</u>	<u>448</u>	<u>425</u>

Other changes in plan assets and benefit obligation recognized in other comprehensive loss:

	2012	2013	2014
	US\$	US\$	US\$
	Recognize the decrease in net gain	336	203
Amortization of net gain	1	—	—
Total recognized in other comprehensive loss	<u>337</u>	<u>203</u>	<u>388</u>

The estimated net gain for the defined benefit pension plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost over the next fiscal year is US\$26 thousand.

Expected benefit payments:

	US\$
2015	237
2016	150
2017	135
2018	253
2019	178
2020 and thereafter	972

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The actuarial assumptions to determine the benefit obligations were as follows:

	2012		2013		2014	
	Taiwan	Korea	Taiwan	Korea	Taiwan	Korea
Weighted-average assumptions used to determine benefit obligations:						
Discount rate	1.63%	4.00%	1.88%	5.20%	2.00%	4.10%
Rate of compensation increase	4.25%	3.00%	4.25%	2.60%	4.25%	5.00%
Weighted-average assumptions used to determine net projected benefit cost:						
Discount rate	1.63%	4.00%	1.88%	5.20%	2.00%	4.10%
Expected long-term return on plan assets	1.88%	3.10%	2.00%	3.00%	2.00%	2.00%
Rate of compensation increase	4.25%	3.00%	4.25%	2.60%	4.25%	5.00%

FCI's pension plan assets at December 31, 2013 and 2014 were invested in guaranteed interest contracts insurance and fixed deposit, which are principal and interest guaranteed products and its fair value level is level 2. The assets out of which the obligations have to be settled, measured at their market value by discounting future cash flow with discount rate. The discount rate was determined based on the average future life of the plan's participants and the market yields on the high quality Korean Corporate Bonds (AA-). Therefore, FCI has no concentration of risk in its plan assets.

The fair values of FCI's pension plan assets at December 31, 2013 and 2014 are as follows:

	December 31	
	2013 US\$	2014 US\$
Guaranteed interest contract		
Kyobo Life Insurance Co. Ltd.	534	730
Fixed deposit		
Industrial Bank of Korea	855	875
	<u>1,389</u>	<u>1,605</u>

12. INCOME TAXES

The components of income tax expense are as follows:

	Year Ended December 31		
	2012 US\$	2013 US\$	2014 US\$
Current	5,534	8,591	15,630
Deferred	1,582	1,181	471
Income tax expense	<u>7,116</u>	<u>9,772</u>	<u>16,101</u>

The income (loss) before income taxes for domestic and foreign entities is as follows:

	Year Ended December 31		
	2012 US\$	2013 US\$	2014 US\$
Domestic	(11,039)	(8,080)	(12,761)
Foreign	65,373	45,228	73,329
	<u>54,334</u>	<u>37,148</u>	<u>60,568</u>

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Since the Company is based in the Cayman Islands, a tax-free country, domestic tax on pretax income is calculated at the Cayman Islands statutory rate of zero for each year.

The Company and its subsidiaries file separate income tax returns. A reconciliation of income tax expense on pretax income at statutory rate and income tax expense is shown below:

	Year Ended December 31		
	2012 US\$	2013 US\$	2014 US\$
Cayman statutory rate	—	—	—
Tax on pretax income at statutory rate	8,142	6,788	15,727
Tax-exempt income	(5,149)	(4,325)	(2,573)
Permanent differences	861	1,730	(396)
Temporary differences	(2,290)	1,732	(344)
Alternative minimum tax	4,340	2,203	1,170
Income tax (10%) on undistributed earnings	2,631	3,396	2,491
Net changes in income tax credit	5,518	708	(899)
Net changes in valuation allowance of deferred income tax assets	(3,879)	(2,364)	733
Net operating loss carryforwards	604	(189)	(1,298)
Liabilities related to unrealized tax benefits	832	(39)	91
Adjustment of prior years' taxes and others	(4,494)	132	1,399
Income tax expense	<u>7,116</u>	<u>9,772</u>	<u>16,101</u>

Deferred income tax assets (liabilities) are as follows:

	December 31	
	2013 US\$	2014 US\$
Current:		
Notes and accounts receivable	142	141
Stock-based compensation	679	615
Allowance for sales return	123	105
Inventory reserve	544	48
Foreign currency translation	312	(1,273)
Others	561	504
Valuation allowance	(1,083)	(528)
	<u>1,278</u>	<u>(388)</u>
Non-current:		
Inventory reserve	590	766
Property and equipment	651	452
Investment tax credits	7,011	7,823
Net operating loss carryforwards	8,540	9,621
Others	(885)	(490)
Valuation allowance	(15,193)	(16,263)
	<u>714</u>	<u>1,909</u>

The valuation allowance shown in the table above relates to net operating loss carryforwards, tax credits and temporary differences for which the Company believes that realization is uncertain. The change in the valuation allowance was a decrease of US\$3,271 thousand, an increase of US\$1,075 thousand, and an increase of US\$515 thousand for the years ended December 31, 2012, 2013, and 2014, respectively. The decrease in the

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valuation allowance in 2012 was primarily due to the utilization of net operating loss carryforwards in 2012 which had been previously fully provided. The increase in valuation allowance in 2013 and 2014 are primarily due to the uncertainty in generating sufficient taxable income in the future and utilization of operating loss carryforwards and research and development credits before they expire. In addition, profits generated from certain products of SMI Taiwan are exempted from income tax for five years beginning January 1, 2010 and January 1, 2012.

As of December 31, 2014, FCI had unused research and development tax credits of approximately US\$3,754 thousand which will expire in 2015 to 2019.

As of December 31, 2014, the Company's United States federal net operating loss carryforwards for federal income tax purposes were approximately US\$7,794 thousand. If not utilized, the federal net operating loss carryforwards will expire in 2024.

As of December 31, 2014, the Company's United States federal and state research and development tax credit carryforwards for federal and state income tax purposes were approximately US\$2,391 thousand and US\$1,678 thousand, respectively. If not utilized, the federal tax credit carryforwards will expire starting in 2023 while the state tax credit carryforward has no expiration date.

Current United States federal and California state laws include substantial restrictions on the utilization of net operating losses and credits in the event of an "ownership change" of a corporation. Accordingly, the Company's ability to utilize net operating loss and tax credit carryforwards may be limited as a result of such "ownership change". Such a limitation could result in the expiration of carryforwards before they are utilized.

Unrecognized Tax Benefit

A reconciliation of the beginning and ending balances of the total amounts of unrecognized tax benefits is as follows:

	Year Ended December 31		
	2012	2013	2014
	US \$	US \$	US\$
Balance, beginning of year	2,657	3,520	5,815
Increases in tax positions taken in current year	917	2,947	446
Decrease in tax position taken in prior year primarily related to the resolution of tax audit	(54)	(652)	(1,606)
Balance, end of year	<u>3,520</u>	<u>5,815</u>	<u>4,655</u>

At December 31, 2014, the Company had US\$4,655 thousand of unrecognized tax benefits that if recognized would affect the effective tax rate. For the years ended December 31, 2012, 2013 and 2014, the total amount of interest expense and penalties related to uncertain tax positions recorded in the provision for income tax expense was approximately US\$499 thousand, US\$627 thousand and US\$343 thousand, respectively. The total amount of accrued interest and penalties recognized as of December 31, 2013 and 2014 was US\$1,412 thousand and US\$1,674 thousand, respectively. The Company does not anticipate any material change in the total amount of unrecognized tax benefits to occur within the next twelve months.

The Company files income tax returns in United States and foreign jurisdictions. The following table summarizes the Company's major jurisdictions and tax year that remain subject to examination by tax authorities as of December 31, 2014:

Tax Jurisdiction	Tax Years
SMI Taiwan	2009 and onward
FCI	2009 and onward
SMI USA	2007 onward

13. SHAREHOLDERS' EQUITY

Appropriations from Earnings

Pursuant to the laws and regulations of the ROC and the respective Articles of Incorporation, SMI Taiwan, the Company's largest subsidiary, must make appropriations from annual earnings to non-distributable reserve which could affect the Company's ability to pay cash or stock dividends, if any. SMI Taiwan subsidiary may only distribute dividends after it has made allowances as determined under ROC GAAP at each year-end for:

- a. Payment of taxes;
- b. Recovery of prior years' deficits, if any;
- c. 10% of remaining balance after deduction for a and b as legal reserve;
- d. Special reserve based on relevant laws or regulations or 10% of remaining balance for deduction from above a to c as special reserve when necessary;
- e. Cash or stock bonus to employees at 0.01% of any remaining earnings after the above reserves have been appropriated, based on a resolution of the board of directors. If bonus to employees is in the form of stock, the bonus may also be appropriated to employees of subsidiaries under the board of directors' approval;

Dividends

The Company declared cash dividends per ordinary share during the periods presented as follows:

	2013		2014	
	Dividends Per Share (US\$)	Amount (in US\$ thousands)	Dividends Per Share (US\$)	Amount (in US\$ thousands)
First quarter	\$ 0.0375	\$ 5,056	\$ 0.0375	\$ 5,056
Second quarter	\$ 0.0375	5,042	\$ 0.0375	5,060
Third quarter	\$ 0.0375	4,932	\$ 0.0375	5,081
Fourth quarter	\$ 0.0375	4,935	\$ 0.0375	5,084
		<u>\$ 19,965</u>		<u>\$ 20,281</u>

No dividends were declared in our fiscal year ended 2012. Future dividends, if any, on the Company's outstanding ADSs and ordinary shares will be declared by and subject to the discretion of the Company's board of directors. If the Company's board of directors decides to distribute dividends, the form, frequency and amount of such dividends will depend upon the Company's future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors our board of directors may deem relevant.

Any future dividend the Company declares will be paid to the holders of ADSs, subject to the terms of the deposit agreement, to the same extent as holders of the Company's ordinary shares, to the extent permitted by applicable laws and regulations, less the fees and expenses payable under the deposit agreement. Any dividend the Company declares will be distributed by the depositary bank to the holders of our ADSs. Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

Treasury Stock

On January 21, 2013, our Board of Directors approved share buyback plans to repurchase up to US\$40 million of the Company's ADSs during the period from January 22, 2013 to January 21, 2014. The program did not obligate the Company to acquire any particular amount of ADS and the program might be modified or suspended at any time at the Company's discretion. All the treasury stock under this share repurchase program was retired in July 2013.

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In the year ended December 31, 2013, the Company repurchased 891 thousand of ADSs for a total cost of US\$10.0 million. The weighted average purchase price per ADS repurchased was US\$11.24.

14. EQUITY INCENTIVE PLAN

2004 Stock Option Plan and 2005 Equity Incentive Plan

In 2004, SMI Taiwan adopted a 2004 Employee Stock Option Plan (“the 2004 Plan”). The 2004 Plan reserved 8,000 options with each option exercisable into for 1,000 shares of common stock. The options may be granted to qualified employees of the Company or any of its domestic or foreign subsidiaries and expire no later than six years from the date of grant. The options were granted at an exercise price not lower than the market value of SMI Taiwan’s common stock at the date of the grant and vest over four years at certain percentages after two years from the date of grant. As part of the share exchange between the Company and the shareholders of SMI Taiwan effective on April 25, 2005, the Company agreed to assume the share options previously issued by SMI Taiwan. Subsequently on June 3, 2005, the Company amended the 2004 Plan such that options under the 2004 Plan are granted at an exercise price not lower than the market value of the Company’s ordinary shares at the date of the grant and vest over four years at certain percentages after one year from the date of grant.

On April 22, 2005, the Company adopted its 2005 Equity Incentive Plan (“the 2005 Plan”). The 2005 Plan provides for the grant of stock options, stock bonuses, restricted stock awards, restricted stock units and stock appreciation rights, which may be granted to employees (including officers), directors and consultants. The 2005 Plan reserved 10,000 thousand shares of ordinary shares, inclusive of the number of assumed share options under the 2004 Plan, for issuance upon the exercise of stock options.

In 2006, the Company amended the 2005 Plan to reserve an additional 15,000 thousand ordinary shares for issuance upon exercise of stock options and restricted stock units. In 2009, the Company amended the Plan to reserve an additional 15,000 thousand ordinary shares for issuance upon exercise of stock options and restricted stock units.

Restricted stock units are converted into shares of the Company’s ordinary shares upon vesting on one-for-one basis. The vesting of restricted stock unit is subject to the employee’s continuing service to the Company. The cost of these awards is determined using the fair value of the Company’s ordinary share on the date of the grant, and compensation is recognized on a straight-line basis over the requisite service period. The Company’s restricted stock units are considered non-vested share awards as defined under ASC 718.

In April 2010, the Company’s Board of Directors and Compensation Committee approved an employee stock option exchange program that required certain employees to exchange eligible stock options for a lesser number of new stock options that have approximately the same fair values as the options surrendered. Eligible options included stock options granted between August 17, 2005 and July 31, 2008 that had an exercised price above US\$1.85. In 2010, 4,369 thousand eligible stock options were exchanged for 3,785 thousand new stock options granted. The new stock options have an exercise price of US\$1.47, which was equal to the market price of the Company’s ordinary share on April 26, 2010, the date eligible stock options were surrendered and new stock options granted. The new stock options were issued under the 2005 Plan and are subject to its terms and conditions. The new stock options will continue to vest according to the original vesting schedule. Using the Black-Scholes option pricing model, the Company determined that the fair value of the surrendered stock options on a grant-by-grant basis was approximately equal, as of the date of the exchange, to the fair value of the new stock options granted, resulting in insignificant incremental share-based compensation.

Stock Option and Restricted Stock Units Activity

The following is a summary of, the 2004 Plan, and the 2005 Plan, which includes stock options and restricted stock units:

	Unit (in Thousands)
Available for grant at January 1, 2012	6,506
Restricted stock units granted	(1,461)
Option and restricted stock units forfeited	291
Available for grant at December 31, 2012	5,336
Restricted stock units granted	(1,893)
Option and restricted stock units forfeited	123
Available for grant at December 31, 2013	3,566
Restricted stock units granted	(1,923)
Option and restricted stock units forfeited	44
Available for grant at December 31, 2014	1,687

Stock Options

A summary of the stock option activity and related information is as follows:

	Number of Options Shares (in Thousands)	Weighted Average Exercise Price (US\$)	Weighted Average Remaining Contractual Life (Years)
Outstanding at January 1, 2012	1,849	1.47	
Options forfeited	—	—	
Options exercised	(152)	1.47	
Outstanding at December 31, 2012	1,697	1.47	3.14
Options vested and expected to vest after December 31, 2012	1,697	1.47	3.14
Options forfeited	—	—	
Options exercised	(287)	1.47	
Outstanding at December 31, 2013	1,410	1.47	2.14
Options vested and expected to vest after December 31, 2013	1,410	1.47	2.14
Options forfeited	—	—	
Options exercised	(352)	1.46	
Outstanding at December 31, 2014	1,058	1.47	1.35
Options vested and expected to vest after December 31, 2014	1,058	1.47	1.35
Options exercisable at December 31, 2014	1,058	1.47	1.35

No stock options were granted in 2012, 2013 and 2014. The intrinsic value of options exercised, determined as of the date of option exercise, was US\$318, US\$594 and US\$1,565 thousand in 2012, 2013 and 2014, respectively.

As of December 31, 2014, total unrecognized compensation cost related to non-vested share-based compensation awards granted under the Company's stock option plans, net of estimated forfeitures, was nil.

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The aggregate intrinsic value represents the total intrinsic value (the difference between the Company's closing stock price on the last trading day of fiscal year 2014 and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2014. Intrinsic value will change in future periods based on the fair market value of the Company's stock and the number of shares outstanding.

The total cash received from employees as a result of employee stock option exercises were US\$224, US\$422 and US\$514 thousand for the years ended December 31, 2012, 2013 and 2014, respectively.

The related tax effect for stock-based compensation benefit (expense) were US\$631 thousand, US\$343 thousand, and (US\$24) thousand for 2012, 2013 and 2014, respectively. The related tax effect for stock-based compensation expense for option and restricted stock units exercised during 2012, 2013 and 2014 was US\$1,560 thousand, US\$1,599 thousand and US\$1,231 thousand, respectively. The related tax effect was determined using the applicable tax rates in jurisdictions to which this expense relates.

Determining Fair Value

The Company estimated the fair value of each option grant on the date of grant using the Black-Scholes option pricing model. The Black-Scholes option valuation model was developed for estimating the fair value of traded options that have no vesting restrictions and are fully transferable. In addition, the option valuation model requires the input of highly subjective assumptions, including the expected stock price volatility.

Risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Expected volatilities are determined based on historical volatilities of the stock prices of the Company. Expected life represents the periods that the Company's share-based awards are expected to be outstanding and was determined based on historical experience regarding similar awards, giving consideration to the contractual term of the share based awards. The dividend yield is zero as the Company has never declared or paid dividends on the ordinary shares or other securities by 2012.

Restricted Stock Units

A summary of the status of restricted stock units and changes is as follows:

	Number of Non-vested Stock Units (in Thousands)	Weighted Average Grant Date Fair Value (US\$)	Weight Average Remaining Recognition Period (Years)
Non-vested at January 1, 2012	11,164	1.99	
Restricted stock units granted	1,461	4.55	
Restricted stock units vested	(5,316)	1.75	
Restricted stock units forfeited	(291)	2.47	
Non-vested at December 31, 2012	7,018	2.68	0.83
Restricted stock units granted	1,893	3.13	
Restricted stock units vested	(4,867)	2.60	
Restricted stock units forfeited	(123)	2.60	
Non-vested at December 31, 2014	3,921	2.90	0.43
Restricted stock units granted	1,923	5.13	
Restricted stock units vested	(3,640)	2.96	
Restricted stock units forfeited	(44)	4.92	
Non-vested at December 31, 2014	<u>2,160</u>	<u>4.90</u>	0.31

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As of December 31, 2014, there was US\$2,463 thousand of total unrecognized compensation cost related to restricted stock units granted under the 2005 Plan.

Stock-based Compensation Expense

The following table shows total stock-based compensation expense included in the Consolidated Statements of Income for the years ended December 31, 2012, 2013 and 2014.

	Year Ended December 31		
	2012	2013	2014
	US \$	US \$	US\$
Cost of sales	375	308	282
Research and development	7,055	6,351	6,773
Sales and marketing	2,494	2,197	1,746
General and administrative	1,878	1,406	1,546
	<u>11,802</u>	<u>10,262</u>	<u>10,347</u>

15. COMMITMENTS AND CONTINGENCIES

FCI provided their employees with collateral for personal loans by depositing at a designated bank US\$946 thousand and US\$ 455 thousand at December 31, 2013 and 2014, respectively. Such amounts were accounted for as restricted cash.

Operating Leases

The Company entered into various operating lease agreements for office space that expire on various dates through April 2019. The Company recognized rent expense for the years ended December 31, 2012, 2013 and 2014 of US\$1,609 thousand, US\$1,763 thousand and US\$1,981 thousand, respectively. The minimum operating lease payments expected under these leases as of December 31, 2014 were US\$1,977 thousand, US\$1,367 thousand, US\$662 thousand, US\$555 thousand, and US\$183 thousand for the years ending December 31, 2015, 2016, 2017, 2018 and 2019, respectively.

Litigation

The Company are subject to legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business. Although the outcome of such proceedings and claims cannot be predicted with certainty, management does not believe that the outcome of any of these matters will have a material adverse effect on our business, results of operations, financial position or cash flows. Any litigation, however, involves potential risk and potentially significant litigation costs, and therefore there can be no assurance that any litigation which is now pending or which may arise in the future would not have such a material adverse effect on our business, financial position, results of operations or cash flows.

All American Semiconductor, Inc. ("All American" or "AASI") was a former distributor for the Company. On April 25, 2007, All American filed for Chapter 11 bankruptcy protection. At the time of the filing, the Company had US\$256 thousand of unpaid accounts receivable from All American. On April 17, 2009, SMI USA and related entities were named as defendants in an adversary proceeding filed by the AASI Creditor Liquidating Trust ("CLT") in the bankruptcy case pending in the U.S. Bankruptcy Court for the Southern District of Florida. The CLT was seeking the return of allegedly avoidable transfers in the amount of US\$854 thousand. The Company filed an answer and affirmative defenses. In March 2010, SMI USA settled with the CLT by paying the amount of US\$220 thousand and on April 1, 2010, the Bankruptcy Court granted the motion to approve stipulations to compromise controversy. On August 23, 2010, the Court entered an order dismissing the adversary proceeding.

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In June 2011, Liquidating Trustee for the CLT filed the AASI Creditor Liquidating Trustee's Seventeenth Omnibus Objection to Claims but in August 2011, withdrew it with respect to SMI USA's proof of claim. According to the CLT's letter dated September 9, 2011, it is currently finalizing its claims review process and preparing for distribution to beneficiaries who are holders of allowed claims and have rights to a distribution pursuant to the Plan. In January 2012, January 2014 and December 2014, the Company received the first distribution of US\$21 thousand, the second distribution of US\$36 thousand, and the third distribution of US\$12 thousand, respectively.

In 2006, FCI joined with other technology companies and invested in the Pangyo Silicon Park Construction Project Cooperative ("Pangyo Cooperative") in Korea. In July 2010, FCI, TLI Inc. ("TLI"), OCI Materials Co., Ltd ("OCI") and other companies withdrew from the Pangyo Cooperative and forfeited 10% of their total investment. FCI believes its loss was caused by bad will actions taken by TLI. In December 2011, FCI and OCI together filed a complaint against TLI at the Suwon District Court in Korea. In April 2013, the court dismissed the plaintiffs' complaints. The plaintiffs have decided not to appeal the court's decision.

16. SEGMENT INFORMATION

The Company designs, develops and markets high performance, low-power semiconductor products for the multimedia consumer electronics market. The Company currently operates as one reportable segment. The chief operating decision maker is the Chief Executive Officer.

The Company groups its products into three categories, based on the markets and products in which its ICs may be used. The following summarizes the Company's revenue by product category:

	Year Ended December 31		
	2012 US\$	2013 US\$	2014 US\$
Mobile Storage	202,093	185,488	241,614
Mobile Communications	67,564	31,022	40,034
Other products	11,713	8,798	7,675
	<u>281,370</u>	<u>225,308</u>	<u>289,323</u>

Revenue is attributed to a geographic area based on the bill-to location. The following summarizes the Company's revenue by geographic area:

	Year Ended December 31		
	2012 US\$	2013 US\$	2014 US\$
Taiwan	74,034	47,653	57,244
United States	20,230	22,528	26,265
Japan	5,363	3,936	11,180
Korea	137,797	115,287	150,557
China	37,507	29,129	35,008
Others	6,439	6,775	9,069
	<u>281,370</u>	<u>225,308</u>	<u>289,323</u>

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Major customers representing at least 10% of net sales

	Year Ended December 31					
	2012		2013		2014	
	US\$	%	US\$	%	US\$	%
Samsung	98,368	35	36,037	16	30,065	10
SK Hynix	*	*	67,977	30	107,227	37

* Less than 10%

Long-lived assets (property and equipment, net) by geographic area were as follows:

	Year Ended December 31		
	2012	2013	2014
	US\$	US\$	US\$
Taiwan	16,799	24,066	28,739
United States	58	54	142
Korea	2,226	1,773	2,477
China	4,303	4,302	4,179
	<u>23,386</u>	<u>30,195</u>	<u>35,537</u>

17. FAIR VALUE MEASUREMENT

The following section describes the valuation methodologies the Company uses to measure assets and liabilities at fair value.

The Company uses quoted prices in active markets for identical assets to determine fair value where applicable. This pricing methodology applies to Level 1 investments such as bond funds. For the years ended December 31, 2013 and 2014, none of the Company's assets measured on a recurring basis was determined by using significant unobservable inputs.

The following table presents our assets measured at fair value on a recurring basis as of December 31, 2013 and 2014:

December 31, 2013

	Level 1 US\$	Level 2 US\$	Level 3 US\$	Total US\$
Assets				
Short-term investments — trading bond funds	742	—	—	742

December 31, 2014

	Level 1 US\$	Level 2 US\$	Level 3 US\$	Total US\$
Assets				
Short-term investments — trading bond funds	703	—	—	703

Those assets required to be measured at fair value on a nonrecurring basis and the associated losses were nil during the years ended December 31, 2012, 2013 and 2014 and please refer to Note 2, "Summary of Significant Accounting Policy" and Note 10, "Goodwill and Acquired Intangible Assets" for the significant assumption were used.

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The Company reviews the carrying values of financial assets carried at cost when impairment indicators are present. The fair values of assets without quoted market price are determined based on management judgment with the best available information. The impairment charge was determined based on the difference between the Company's carrying value and the proportionate ownership of the investee's net assets at year end.

18. SUBSEQUENT EVENT

In April 2015, the Company announced a definitive agreement to acquire Shannon Systems ("Shannon"), a leading supplier of enterprise-class PCIe SSD and storage array solutions to China's internet and other industries.

Under the terms of the agreement, the Company will pay approximately US\$57.5 million, which includes a combination of cash, equity and contingency payments. The transaction has been approved by the boards of directors of both companies, is subject to customary closing conditions, including regulatory review and approval, and is expected to close by the end of July 2015. The Company does not expect the business acquisition to be a significant business acquisition.

SHARE PURCHASE AGREEMENT

BY AND AMONG

SILICON MOTION TECHNOLOGY CORPORATION

SILICON MOTION TECHNOLOGY (HONG KONG) LTD.

F-TEC HOLDINGS INTERNATIONAL LTD.

XUESHI YANG

LDS INTERNATIONAL HOLDINGS LTD

DAWN MOUNT LIMITED

JADE UNICORN ENTERPRISES LIMITED

ELITE PATH LIMITED

MERCHANT EAGLE LIMITED

ACEMOUNT INVESTMENTS LIMITED

AND

ZHEN YE LIMITED

DATED AS OF APRIL 24, 2015

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SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of April 24, 2015, by and among Silicon Motion Technology Corporation, a corporation incorporated and existing under the laws of the Cayman Islands (“**Parent**”), Silicon Motion Technology (Hong Kong) Ltd., a corporation incorporated and existing under the laws of Hong Kong and a wholly-owned subsidiary of Parent (“**Purchaser**”), F-Tec Holdings International Ltd., a corporation incorporated and existing under the laws of British Virgin Islands (the “**Company**”), Xueshi Yang (the “**Sellers’ Representative**”) and all the shareholders of the Company listed below (collectively, “**Sellers**,” and individually, “**Seller**”):

- LDS International Holdings Ltd., a corporation incorporated and existing under the laws of BVI (“**BVI-A**”);
- Dawn Mount Limited, a corporation incorporated and existing under the laws of BVI (“**BVI-B**”);
- Jade Unicorn Enterprises Limited, a corporation incorporated and existing under the laws of BVI (“**BVI-C**”);
- Elite Path Limited, a corporation incorporated and existing under the laws of BVI (“**BVI-D**”);
- Merchant Eagle Limited, a corporation incorporated and existing under the laws of BVI (“**BVI-E**”);
- ACEMOUNT Investments Limited, a corporation incorporated and existing under the laws of BVI (“**BVI-F**”); and
- Zhen Ye Limited, a corporation incorporated and existing under the laws of BVI (“**BVI-G**”).

References to “**BVI**” herein are to the British Virgin Islands.

RECITALS

A. Prior to the Closing, Sellers will own the number of Company Common Shares of the Company set forth opposite their respective names on Schedule A, which constitute all of the issued and outstanding shares of the Company (the “**Purchased Shares**”).

B. Sellers wish to sell to Purchaser, and Purchaser wishes to purchase from Sellers, the Purchased Shares upon the terms and subject to the conditions set forth herein (the “**Transaction**”).

AGREEMENT

INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and the mutual representations, warranties, covenants, and agreements in this Agreement, the Parties hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “**Action**” shall mean any civil, criminal, regulatory or administrative claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any court or other Governmental Authority or any arbitration proceeding.

1.2 “**Ancillary Agreements**” shall mean the agreements, the forms of which are attached hereto as exhibits, as well as those other agreements referred to in this Agreement.

1.3 “**Assets**” shall have the meaning set forth in Section 6.20(a).

1.4 “**Audited Financial Statements**” shall mean the financial statements of the Group Companies, consisting of audited balance sheets and statements of income and cash flow of the Group Companies, audited by independent public accountants, in accordance with generally accepted auditing standards in the PRC, for its fiscal years ended as of December 31, 2013 and December 31, 2014.

1.5 “**Bridge Loan**” shall mean the amount of US\$5,322,581 lent to BVI-A by Parent or Purchaser prior to the Closing, which amount (i) shall be secured by Pledged Shares; (ii) shall be secured by the personal guarantee of Xueshi Yang and Lu Xia; and (iii) shall be repaid in full at Closing by way of an offset on a *pro rata* basis, as set forth in Schedule 2.3, against Purchase Price allocable to the relevant Sellers.

1.6 “**Bridge Loan Agreement**” shall have the meaning set forth in Section 10.15.

1.7 “**Business**” shall mean the business of the development and sale of enterprise-grade flash based storage devices and solutions and derivative Intellectual Property technology, which have been conducted by the Company on or prior to the date hereof.

1.8 “**BVI-A First Installment**,” “**BVI-B First Installment**,” “**BVI-B Second Installment**,” “**BVI-B Third Installment**,” “**BVI-C First Installment**,” “**BVI-C Third Installment**,” “**BVI-D First Installment**,” “**BVI-E First Installment**,” “**BVI-F First Installment**” and “**BVI-G First Installment**” shall have their respective meanings set forth in Schedule 2.2.

1.9 “**Change of Control**” shall mean (i) if any Person (other than the existing shareholders of Shanghai Baocun as of the date of any of the Material Contracts) becomes the beneficial owner, directly or indirectly, of more than 50% of the combined voting power of the then issued and outstanding securities of Shanghai Baocun or such existing shareholders no longer have the right by ownership or agreement to designate a majority of Shanghai Baocun’s board of directors; (ii) the sale, transfer or other disposition of all or substantially all of the business and assets of Shangbao Baocun, whether by sale of assets, merger or otherwise (determined on a consolidated basis) to another Person other than a transaction in which the survivor or transferee is a Person controlling, controlled by, or under common control with, directly or indirectly, Shanghai Baocun’s existing shareholders as of the date of any of the Material Contracts; or (iii) provisions in any of the Material Contract which provide for other circumstances similar to those described under items (i) and (ii) above.

1.10 “**Charter Documents**” shall mean the certificate of incorporation, bylaws, articles of incorporation, articles of association, and memorandum of association of any Person, including, without limitation, analogous charter documents under applicable law.

1.11 “**Closing**” shall mean the consummation of all of the transactions as contemplated by Sections 2, 3 and 4.

“**Closing Adjustment Amount**” shall have the meaning given in Section 2.6(a). Closing Adjustment Amount shall only be a negative amount.

1.12 “**Closing Balance Sheet**” shall have the meaning given in Section 2.6(b).

1.13 “**Closing Date**” shall mean June 24, 2015, or such other date as may be agreed in writing by Purchaser and the Sellers’ Representative.

1.14 “**Closing Net Asset Value**” shall be the Net Asset Value of the Company set forth on the Closing Balance Sheet.

1.15 “**Closing Net Asset Statement**” shall be the statement on Closing Net Asset Value.

1.16 “**Company Accounting Firm**” means Daxin Certified Public Accountants.

1.17 “**Company Common Shares**” shall mean the common shares of the Company.

1.18 “**Company Representer**” or “**Company Representatives**” shall have the meaning set forth in Section 6.1.

1.19 “**CPA Firm**” means such firm of independent certified public accountants of international recognition and standing, other than the respective auditors of Purchaser, Parent or the Company, as to which Sellers and Purchaser shall mutually agree.

1.20 “**Debt**” shall mean all Indebtedness of the Company for any borrowed money.

1.21 “**Disclosure Schedule**” shall have the meaning set forth in the introduction to Section 6.

1.22 “**Distributor**” shall mean any distributor of the relevant product/service of the Company, which purchases from the Company, and resell to end-customers, such product/service.

1.23 “**Employee Plan**” shall mean all bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, all employment rules or regulations, employee handbook, and all employment, termination, severance or other contracts, agreements or commitments (whether written or otherwise) to which the Company is a party or otherwise obligated, with respect to which the Company has any obligation or which are established, adopted, maintained, contributed to or sponsored by the Company for the benefit of any current or former employee, officer or director of the Company; *provided, however*, that the Employee Plan does not include any arrangement that has been terminated and completely wound up prior to the date of this Agreement and for which the Company has no present or potential liability.

1.24 “**Employment Agreements**” shall have the meaning set forth in Section 10.7.

1.25 “**Encumbrance**” shall mean any security interest, pledge, mortgage, lien (including, without limitation, environmental and tax liens), option, charge, encumbrance, claim, preferential arrangement or restriction of any kind, including without limitation any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

1.26 “**Environmental Law**” shall mean any Law relating to pollution, industrial hygiene, occupational safety conditions, environmental conditions, land use, water and air quality, Hazardous Materials and protection of the environment, health or safety (occupational, product related or otherwise).

1.27 “**Escrow Account**” shall mean the bank account that escrows Reserve Amount on the First Installment, Escrowed Tax, amount of Bridge Loan and Escrowed Parent ADS for Employee Stock Incentives and Escrowed Cash for Employee Stock Incentives, etc. as further defined under Escrow Agreement.

1.28 “**Escrow Agreement**” shall mean the agreement for setting up the Escrow Account.

1.29 “**Escrowed Tax**,” as it relates to any Seller, shall mean the amount of cash equal to twenty percent (20%) of any portion of the Purchase Price allocable to such Seller, subject to Schedules 2.3 and 2.4. In the event that such Seller or its beneficiary owner(s) fails to pay in full to the Tax Authority all due and payable tax with respect to the Restructuring and the Transaction within seven (7) calendar days after any payment of the Purchase Price is made, Parent or Purchaser shall have the right, but not the obligation, to use any or all of the Escrowed Tax to pay such due and payable tax to the Tax Authority on behalf of such Seller or its beneficiary owner(s). If Parent or Purchaser chooses to make the payment of such due and payable tax on behalf of such Seller or its beneficiary owner(s), such Seller shall bear (and shall cause its beneficiary owner(s) to bear) any and all costs incurred by Parent or Purchaser. Parent or Purchaser may also at its sole discretion choose not to make the payment of such due and payable tax on behalf of such Seller or its beneficiary owner(s). In any event, such Seller or its beneficiary owner(s) shall be solely liable for its tax liabilities with respect to the Restructuring or the Transaction and shall indemnify and hold harmless the Parent and Purchaser against and in respect of any such tax liabilities.

1.30 “**Escrowed Parent ADS for Employee Stock Incentives**” shall have the meaning illustrated in Schedule 2.3.

1.31 “**Escrowed Cash for Employee Stock Incentives**” shall have the meaning illustrated in Schedule 2.3.

1.32 “**Exchange Act**” shall mean the United States Securities and Exchange Act of 1934, as amended.

1.33 “**FCPA**” shall have the meaning set forth in Section 6.30.

1.34 “**Financial Statements**” shall mean the Audited Financial Statements, the Interim Financial Statements and the Projected Closing Balance Sheet, as updated.

1.35 “**Group Companies**” shall mean each of Hong Kong Entity, PRC Entity and the Company and any of their Subsidiaries.

1.36 “**Governmental Authority**” shall mean any PRC national, provincial or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body or other bodies which exercise executive, legislative, judicial, regulatory or administrative functions of or pertaining to any Law.

1.37 “**Governmental Order**” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

1.38 “**Hazardous Materials**” shall mean any substance, material or waste whether solid, liquid, gaseous or any combination of the foregoing which listed, defined, designated or otherwise classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law, whether by type or by quantity, including any substance containing any such substance as a component, including, but not limited to, petroleum products, asbestos-containing materials, polychlorinated biphenyls, radon, urea formaldehyde insulation, and toxic mold.

1.39 “**Hong Kong Entity**” shall mean Frontier Data International Limited, a corporation incorporated and existing under the laws of Hong Kong.

1.40 “**Indebtedness**” shall mean, with respect to any Person; (a) all indebtedness of such Person, whether or not contingent, for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services; (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments; (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (e) all obligations of such Person as lessee under leases that have been or should be, in accordance with PRC GAAP, recorded as capital leases; (f) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities; and (g) all Indebtedness of others referred to in clauses (a) through (f) above guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (i) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness; (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss; (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered); or (iv) otherwise to assure a creditor against loss, and all Indebtedness referred to in clauses (a) through (f) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including without limitation accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

1.41 “**Intellectual Property**” shall mean (a) inventions, whether or not patentable, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (b) ideas and conceptions of potentially patentable subject matter, including without limitation any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (c) national and multinational statutory invention registrations, patents, patent registrations and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by international treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application; (d) trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, including all common law rights, and registrations and applications for registration thereof, including without limitation all marks registered in the State *Intellectual Property Office* of the PRC and in the trademark offices of other nations throughout the world, and all rights therein provided by international treaties or conventions; (e) copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions; (f) computer software, including without limitation source code, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, data and documentation; (g) trade secrets and confidential, technical and business information (including ideas, formulas, processes, compositions, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice); (h) whether or not confidential, technology (including know-how), manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (i) copies and tangible embodiments of all the foregoing, in whatever form or medium; (j) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights; and (k) all rights to sue or recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the foregoing.

1.42 “**Interim Financial Statements**” shall mean the balance sheet and statement of income of the Company for the period from January 1, 2015 to February 28, 2015.

1.43 “**Knowledge**” when used with respect to the Company, means the actual or constructive knowledge, after due inquiry, of Sellers’ Representative, Zhen Zhou and Yong Yu.

1.44 “**Law**” shall mean any national, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, other requirement or rule of law.

1.45 “**Leased Real Property**” shall mean the Real Property leased by the Company.

1.46 “**Liabilities**” shall mean any and all debts, liabilities and obligations of any nature, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, liquidated or unliquidated, or determined or determinable, including without limitation those arising under any Law, Action or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking.

1.47 “**Licenses**” shall have the meaning set forth in [Section 6.29](#).

1.48 “**Licensed Intellectual Property**” shall mean all Intellectual Property licensed or sublicensed to any of the Group Companies from a third party.

1.49 “**Losses**” shall have the meaning set forth in [Section 12.1](#).

1.50 “**Material Adverse Effect**” shall mean any circumstance, change in, or effect on the Business or the Company that, individually or in the aggregate with any other circumstances, changes in, or effects on, the Business or the Company: (a) is materially adverse to the Business, Assets, Liabilities, Prospects, results of operations or the condition (financial or otherwise) of the Company; or (b) would materially adversely affect the ability of Purchaser or the Company to operate or conduct the Business in the manner in which it is currently operated or conducted by Sellers or the Company, except for (i) any and all changes in general economic or political conditions, (so long as the Company is not disproportionately affected thereby), (ii) any and all matters affecting companies in the same or similar industries as the Business, and (iii) any effect of the public announcement of the transactions contemplated by this Agreement on customers or revenue of the Business.

1.51 “**Material Contracts**” shall mean the contracts and agreements (including without limitation oral and informal arrangements) of the Group Companies described in Section 6.15(a) or listed in [Schedule 6.15\(a\)](#), and all agreements relating to Intellectual Property set forth in [Schedule 6.16\(a\)](#).

1.52 “**MOFCOM**” means the Ministry of Commerce of PRC or its local counterpart in Shanghai, PRC.

1.53 “**Net BVI-A First Installment**,” “**Net BVI-B First Installment**,” “**Net BVI-C First Installment**,” “**Net BVI-D First Installment**,” “**Net BVI-E First Installment**,” “**Net BVI-F First Installment**” and “**Net BVI-G First Installment**” shall have their respective meanings set forth in [Schedule 2.3](#).

1.54 “**Net Assets**” shall have that meaning as ascribed under PRC GAAP.

1.55 “**Non-Competition Agreement**” shall have the meaning set forth in [Section 10.14](#).

1.56 “**Non-Disclosure Agreement**” shall mean the confidentiality clause in the Letter of Intent to Acquire Shannon Systems dated as of October 27, 2014.

1.57 “**Opinion of Counsel**” shall have the meaning set forth in [Section 10.13](#).

1.58 “**Onshore Shareholders**” shall mean all shareholders (except for Shanghai Shanneng) of Shanghai Baocun and all shareholders of Shanghai Shanneng prior to the commencement of any steps in the Restructuring, as set forth in [Schedule 1.58](#).

1.59 “**Operation and Structure I**” shall mean the operation and structure chart set forth in [Schedule 1.59](#).

1.60 “**Operation and Structure II**” shall mean the operation and structure chart set forth in Schedule 1.60.

1.61 “**Ordinary Course of Business**” shall mean the ordinary course of business of the Company consistent with past industry custom and practice (including, if applicable, with respect to quantity, frequency and amount).

1.62 “**Owned Intellectual Property**” shall mean all Intellectual Property in and to which the Company holds, or has a right to hold such title and interest to Intellectual Property.

1.63 “**Patents Assignment Agreement**” shall have the meaning set forth in Section 10.10.

1.64 “**Parent ADS**” shall mean American Depositary Shares of Parent, representing four (4) Parent Ordinary Shares.

1.65 “**Parent Ordinary Shares**” means the ordinary shares of Parent par value US\$0.01 per share.

1.66 “**Party**” shall mean any of the parties hereto, and “**Parties**” shall mean all of the parties hereto.

1.67 “**Permits**” shall mean all licenses, consents, exemptions, approvals, registrations, permits, certificates and other authorizations from or by any Governmental Authority, and applications therefor.

1.68 “**Person**” shall mean any individual, partnership, firm, corporation, association, foundation, trust, unincorporated organization or other entity, including without limitation any Governmental Authority.

1.69 “**Pledged Shares**” shall mean (i) 100% shares in BVI - A; (ii) 100% shares in the Company; (iii) 100% shares in the Hong Kong Entity; and (iv) 100% equity interest in the PRC Entity. The pledge of the Pledged Shares shall be consummated prior to any of BVI-B, BVI-C, BVI-D, BVI-E, BVI-F and BVI-G owns any shares in the Company. To avoid ambiguity, the pledge of the Pledged Shares shall be consummated during the period of time when BVI-A is the sole shareholder of the Company, the Company is the sole shareholder of the Hong Kong Entity and the Hong Kong Entity is the sole shareholder the PRC Entity.

1.70 “**Post-Closing Adjustment Amount**” shall have the meaning set forth in Section 2.6(f).

1.71 “**PRC**” means the People’s Republic of China.

1.72 “**PRC Entity**” shall mean Shanghai Baocun.

1.73 “**PRC GAAP**” shall mean generally accepted accounting principles and practices as in effect from time to time in the PRC.

1.74 “**Projected Closing Balance Sheet**” shall have that meaning set forth in Section 6.7(d).

1.75 “**Prospects**” shall mean events, conditions, facts, or developments that are known to any of the Group Companies and that in the reasonable course of events are expected to have a material effect on future operations of the Business as presently conducted by any of the Group Companies.

1.76 “**First Installment**” shall be US\$53,500,000.

1.77 “**Purchase Price**” shall have the meaning set forth in Section 2.2.

1.78 “**Purchased Shares**” shall have the meaning set forth in Recital A.

1.79 “**Real Property**” shall mean the real property owned or leased by the Company.

1.80 “**Reserve Amount on the First Installment**” shall mean the amount up to US\$1,000,000.

1.81 “**Resignation Letter**” shall have the meaning set forth in Section 10.12.

1.82 “**Restructuring**” shall mean a series of transactions carried out by the Sellers to reorganize the business of the Group Companies from the situation set forth in Operation and Structure I to Operation and Structure II, which only consist of the following transactions such that:

- (1) BVI-A holds of record and owns beneficially one hundred percent (100%) of the shares of the Company;
- (2) The Company holds of record and owns beneficially one hundred percent (100%) of the shares of the Hong Kong Entity;
- (3) The Hong Kong Entity holds of record and owns beneficially one hundred percent (100%) of the equity interest of Shanghai Baocun; and
- (4) The Sellers hold of record and own beneficially one hundred percent (100%) of the shares of the Company and each Seller owns the number of Company Common Share of the Company set forth opposite its respective name on Schedule A.

1.83 “**RMB**” means Renminbi, the official currency of the PRC.

1.84 “**SAFE**” means the State Administration of Foreign Exchange of PRC or its local counterpart in Shanghai, PRC.

1.85 “**SAFE Registration**” means any registration with respect to the Restructuring or any transaction contemplated hereunder.

1.86 “**Second Installment (Conditional)**” shall mean the amount up to US\$3,000,000.

1.87 “**Securities Act**” means the United States Securities Act of 1933, as amended.

1.88 “**SEC**” shall mean the U.S. Securities and Exchange Commission.

1.89 “**Seller Representor**” or “**Seller Representors**” shall mean have the meaning set forth in Section 5.1.

1.90 “**Sellers’ Objection**” shall have the meaning set forth in Section 2.6(c).

1.91 “**Sellers’ Representative**” shall have the meaning set forth in the preamble to this Agreement.

1.92 “**Shanghai Shanneng**” shall mean Shanghai Shanneng Information Technology Co., Ltd., a corporation incorporated and existing under the laws of PRC.

1.93 “**Shanghai Baocun**” shall mean Shanghai Baocun Information Technology Co., Ltd., a corporation incorporated and existing under the laws of PRC.

1.94 “**Share Pledge Agreement**” shall have the meaning set forth in Section 10.16.

1.95 “**Subsidiary**” shall mean with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, of which: (a) such Person or any other Subsidiary of such Person is a general partner (excluding partnerships, the general partnership interests of which held by such Person or any Subsidiary of such Person do not have a majority of the voting interest in such partnership); or (b) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or a majority of the profit interests in such other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries.

1.96 “**Tangible Personal Property**” shall have the meaning set forth in Section 6.18.

1.97 “**Target Net Asset Value**” shall have the meaning set forth in Section 2.6(a).

1.98 “**Tax**” shall mean, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, rates and levies, whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any Person and all penalties, charges, costs and interest relating thereto.

1.99 “**Tax Authority**” shall mean any tax authority or other authority competent to impose any liability in respect of Tax or responsible for the administration and/or collection of Tax or enforcement of any law in relation to Tax.

1.100 “**Third Installment (Conditional)**” shall mean the amount up to US\$1,000,000.

1.101 “**Transaction**” shall have the meaning set forth in Recital B.

1.102 “**Trust**” shall have the meaning set forth in Section 3.3(d).

1.103 “**U.S. GAAP**” shall mean generally accepted accounting principles and practices as in effect from time to time in the United States.

2. Purchase of Purchased Shares

2.1 Purchase and Sale of Purchased Shares. At the Closing and on the terms and subject to the conditions set forth in this Agreement, Sellers shall sell and deliver to Purchaser, and Purchaser shall purchase from Sellers and pay therefor, the Purchased Shares, free and clear of any and all Encumbrances and in suitable form for transfer to Purchaser.

2.2 Purchase Price. In consideration for the sale and transfer of the Purchased Shares pursuant to Section 2.1 above, subject to the satisfaction of the terms and conditions set forth in this Agreement Purchaser hereby agrees to pay to Sellers for the Purchased Shares a total consideration amounting to US\$57,500,000 (“**Purchase Price**”), consisting of, subject to all deductions set forth hereunder, in particular, those under Schedules 2.3 and 2.4, (a) US\$40,392,500 (a) (the “**Cash Purchase Price**”); (b) the amount of Parent ADS worth US\$13,107,500 (the “**ADS Purchase Price**”); and (c) US\$4,000,000 which are earnouts in the form of Second Installment and Third Installment. The allocation of the Purchase Price to each Seller is described in Schedule 2.2. The number of Parent ADS issuable to any Seller as any portion of ADS Purchase Price shall be determined by (x) dividing such portion of ADS Purchase Price allocable to such Seller by the number of Company Common Shares held by such Seller; and (y) taking the quotient derived from (x) and dividing that by US\$28.8155.

2.3 Payment at Closing. Subject to the terms and conditions set forth in this Agreement, payment of such portion of the Purchase Price at Closing (“**First Installment**”) shall be made in accordance with Schedule 2.3. The Escrowed Parent ADS for Employee Stock Incentives shall come from BVI-A First Installment. The Escrowed Cash for Employee Stock Incentives shall come from BVI-B First Installment.

2.4 Post-Closing Payment. Subject to the terms and conditions set forth in this Agreement, the Second Installment (Conditional) and Third Installment (Conditional) shall be made in accordance with Schedule 2.4.

2.5 Escrowed Tax. Escrowed Tax will be deducted, as further specified under Schedules 2.3 and 2.4, from the Purchase Price and will be handled in accordance with Section 1.29.

2.6 Adjustment

(a) At least two (2) days prior to the Closing, Sellers shall prepare, or cause to be prepared, and deliver to Purchaser an updated Projected Closing Balance Sheet as of June 30, 2015 or such other date that the parties agree in writing (which shall be prepared in accordance with the Group Companies’ current accounting methods, policies, practices and procedures under PRC GAAP and in the same manner, with consistent classification and estimation methodology, as the Audited Financial Statements were prepared). The Cash Purchase Price shall be decreased by the amount (“**Closing Adjustment Amount**”) equal to the amount that the Net Assets in such updated Projected Closing Balance Sheet are less than RMB29,025,000 (“**Target Net Asset Value**”). A statement which illustrates such Target Net Asset Value is attached hereto as Exhibit 2.6(a). The Closing Adjustment Amount shall be expressed in US\$ based on a US\$/RMB exchange rate as of the date the updated Projected Closing Balance Sheet is delivered. If the Closing Adjustment Amount is less than US\$200,000, no decrease to the Cash Purchase Price will be made.

(b) As soon as practicable, but in no event more than sixty (60) days, following the Closing, Purchaser shall prepare, or cause to be prepared, and deliver to the Sellers' Representative the closing balance sheet of the Group Companies as of June 30, 2015 or such other date the parties agree in writing ("**Closing Balance Sheet**"), which shall be prepared in accordance with the Group Companies' current accounting methods, policies, practices and procedures under PRC GAAP and in the same manner, with consistent classification and estimation methodology, as the Audited Financial Statements were prepared. The Closing Balance Sheet shall be accompanied by a report of the Group Companies Accounting Firm to the effect that the Closing Balance Sheet has been prepared in accordance with PRC GAAP and in the manner required by this Section 2.6. Upon completion of the Closing Balance Sheet, Purchaser shall derive the Closing Net Asset Value from the Closing Balance Sheet, and deliver such calculation and the Closing Net Asset Statement to the Sellers' Representative.

(c) Each of the Sellers shall complete its review of the Closing Balance Sheet and Purchaser's calculation of the Closing Net Asset Value within thirty (30) days after delivery thereof to the Sellers' Representative by Purchaser. If the Sellers' Representative disputes all, any part or basis of the Closing Net Asset Statement, the Sellers' Representative shall, on or before the last day of such 30-day period, so inform Purchaser in writing (the "**Sellers' Objection**"), setting forth a description of the basis of the Sellers' determination and proposed adjustments to the Closing Net Asset Statement and the corresponding adjustments to the Closing Net Asset Value that the Sellers' Representative believes should be made. If no Sellers' Objection is received by Purchaser on or before the last day of such 30-day period, then the Closing Net Asset Value set forth on the Closing Net Asset Statement delivered by Purchaser shall be final, conclusive and binding upon the Parties. Purchaser shall have thirty (30) days from its receipt of the Sellers' Objection to review and respond to the Sellers' Objection.

(d) If Purchaser and the Sellers' Representative are unable to resolve all of their disagreements with respect to the proposed adjustments set forth in the Sellers' Objection within forty-five (45) days following Purchaser's receipt of the Sellers' Objection, they shall refer any remaining disagreements to the CPA Firm, which, acting as experts and not as arbitrators, shall determine, on the basis set forth in and in accordance with Section 2.6(a), and only with respect to the remaining differences so submitted, whether and to what extent, if any, the Closing Net Asset Statement and the Closing Net Asset Value require adjustment. Purchaser and the Sellers' Representative shall instruct the CPA Firm to deliver its written determination to Purchaser and the Sellers' Representative no later than 30 days after the remaining differences underlying the Sellers' Objection are referred to the CPA Firm. The CPA Firm's determination shall be final, conclusive and binding upon Purchaser and the Sellers. The fees and disbursements of the CPA Firm shall be borne equally by Purchaser and the Sellers. Purchaser and Sellers shall make readily available to the CPA Firm all relevant books and records and any work papers (including those of the parties' respective accountants, to the extent permitted by such accountants) relating to the Closing Net Asset Statement and the Sellers' Objection and all other items reasonably requested by the CPA Firm in connection therewith.

(e) Sellers shall have full access to all information used by Purchaser in preparing the Closing Net Asset Statement, including the work papers of its accountants (to the extent permitted by such accountants).

(f) The Purchase Price shall be further adjusted on a post closing basis, if the absolute value of the Closing Adjustment Amount is further increased. If the amount of difference is less than US\$50,000, using the US\$/RMB exchange rate as of the date the Closing Balance Sheet is delivered, no adjustment to the Purchase Price will be made. To the extent an adjustment ("**Post-Closing Adjustment Amount**") is required by this Section 2.6(f), appropriate pro-rata adjustments using the US\$/RMB exchange rate as of the date the Closing Balance Sheet is delivered shall be made to the Second Installment and Third Installment described in Schedule 2.4.

2.7 Delivery of Shares; Remittance of Consideration. At the Closing, each Seller shall surrender such certificates representing Purchased Shares or other documentation to Parent or Purchaser together with such other duly executed documentation as may be reasonably required by Parent, Purchaser and its counsel to effect a transfer of such Purchased Shares to Purchaser. In addition, any Seller that will receive Parent ADS in the transaction shall be required to execute a counterpart of the Investment Agreement pursuant to Section 4.1 and such other documentation as may be reasonably required by Parent's share transfer agent.

2.8 Further Adjustment. Parent or Purchaser shall have the right, but not the obligation, to use any or all of the Escrowed Tax to pay such tax or withhold such amount for the tax authorities on behalf of the Sellers, their beneficiary owners and the Onshore Shareholders in accordance with Section 1.29. If Purchaser or Parent commences any Action against Sellers, Sellers' beneficiary owners, Onshore Shareholders, Group Companies, or Sellers' Representative under this Agreement, Purchaser shall be entitled to withhold any amount claimed under such Action against any due and payable Purchase Price, Escrowed Tax, Escrowed Parent ADS for Employee Stock Incentives, Escrowed Cash for Employee Stock Incentives, Reserve Amount on the First Installment, Second Installment and Third Installment, or any other payments/benefits payable under this Agreement upon a settlement or final adjudication under such Action, and according to such settlement or adjudication, (a) if Sellers, Sellers' beneficiary owners, Onshore Shareholders, Group Companies or Sellers' Representative are required to pay any amount to Purchaser or Parent, and Purchaser or Parent shall have the right to set off such settlement amount or adjudicated amount against any Purchase Price, Escrowed Tax, Escrowed Parent ADS for Employee Stock Incentives, Escrowed Cash for Employee Stock Incentives, Reserve Amount on the First Installment, Second Installment and Third Installment, or any other payments/benefits payable under this Agreement; or (b) if Sellers, Sellers' beneficiary owners, Onshore Shareholders, Group Companies or Sellers' Representative are not required to pay any amount to Purchaser or Parent, then Purchaser or Parent shall pay such amount according to this Agreement.

3. Closing

3.1 Place of Closing. The Closing shall be effected at the offices of K&L Gates LLP, Suite 3708, Park Place, 1601 Nanjing Road West, Jing An District, Shanghai 200040, PRC, or such other place as may be agreed in writing by Purchaser and the Sellers' Representative, on or before the Closing Date.

3.2 Effectiveness of the Closing. The Closing will be effective as of the close of business on the Closing Date, provided that all of the transactions contemplated by Sections 2 and 3 (other than Section 2.6(b)) have been consummated.

3.3 Seller's Obligation at Closing. On the Closing Date, Sellers shall deliver to Purchaser:

- (a) the Purchased Shares;
- (b) the certificates, opinions and other documents required under this Agreement, including those set forth in Section 10;
- (c) such additional documents as shall be reasonably required to consummate the Transaction; and
- (d) transfer of the Escrowed Parent ADS for Employee Stock Incentives and Escrowed Cash for Employee Stock Incentives to a trust established by BVI-A with a trustee acceptable to Purchaser and Parent pursuant to a trust deed in form and substance approved by Purchaser and Parent ("**Trust**").

3.4 Purchaser's Obligation at Closing. On the Closing Date, Purchaser shall deliver to Seller:

- (a) Payment of the Net BVI-A First Installment, Net BVI-B First Installment, Net BVI-C First Installment, Net BVI-D First Installment, Net BVI-E First Installment, Net BVI-F First Installment and Net BVI-G First Installment as set forth in Schedule 2.3.

3.5 Documents. On the Closing Date, as described in Section 2.7, Sellers shall deliver to Purchaser the original share certificates, if any, representing the Purchased Shares, in suitable form for transfer, and the Parties shall exchange and deliver the certificates, opinions and other documents required under this Agreement, together with such other documents as Purchaser's counsel and Sellers' counsel shall deem necessary to effect the Closing.

4. Parent ADS

4.1 Issuance. On or prior to the Closing Date, the certain Sellers as set forth on Schedule 2.2 shall execute and deliver to Parent, and Parent shall execute and deliver to each such Seller, the investment agreement under which Parent shall issue and sell to such Seller, and such Seller shall subscribe for and purchase the Parent ADS as described in Section 2.2. Parent shall deliver Parent ADS to the Sellers in the amount set forth on Schedule 2.2. The investment agreement, a form of which is attached hereto as Exhibit 4.1, shall provide for a lock-up period of such Parent ADS of (i) five (5) years from the Closing in the case of a recipient of Parent ADS as Purchase Price; and (ii) three (3) years from the granting in the case of all other recipients of Parent ADS. Certificates representing the Parent ADS issuable pursuant to this Section 4.1 shall be issued in the form of book entry on behalf of each respective recipient, on the stock transfer ledger of Parent's share transfer agent and depository.

4.2 Restrictions on Transfer; Legends. Share certificates representing Parent ADS issued pursuant to this Agreement will contain customary legends restricting the transfer of the Parent ADS, including the restrictions described in Section 4.1 and Parent will notify its transfer agent of such restrictions; which legends will be removed from an Parent ADS certificate at the request of the relevant holder thereof in connection with the proposed transfer thereof, including, in the case of the Securities Act legend, receipt by Parent of an opinion of counsel, in form and substance satisfactory to Parent, or a no-action letter from the SEC addressed to Parent, to the effect that registration under the Securities Act is unnecessary in respect of such proposed transfer, in reliance upon SEC Rule 144 or 145 or such other available exemption under the Securities Act, and that such legend is not required by law to appear on such certificate.

5. Representations and Warranties of Sellers and Sellers' Representative As of the date of this Agreement, each Seller and Sellers' Representative shall severally and jointly, represent and warrant to, and agree with (and shall cause the Subsidiaries and Onshore Shareholders to severally and jointly, represent and warrant to, and agree with) Purchaser and Parent as follows:

5.1 Organization, Authority and Qualification of Sellers and Subsidiaries. Each of the Sellers, Sellers' Representative and Onshore Shareholders (each a "**Seller Representor**" and collectively, "**Seller Representors**") has all necessary power and authority to enter into this Agreement and the Ancillary Agreements to which it will become a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and the Ancillary Agreements to which Seller Representor will become a party have been or will be duly executed and delivered by Seller Representor and (assuming due authorization, execution and delivery by Purchaser and Parent or such other parties thereto) this Agreement and the Ancillary Agreements, when executed and delivered, will constitute legal, valid and binding obligations of Seller Representor enforceable against Seller Representor in accordance with their terms. Seller Representor has not taken any action to rescind its power-of-attorney agreement with the Sellers' Representative.

5.2 Ownership of the Purchased Shares. Schedule A accurately and correctly sets out the Purchased Shares which will be owned by each Seller immediately prior to the Closing. All of the Purchased Shares to be owned by such Seller are free and clear of any Encumbrances. The Purchased Shares will represent the entire interest of such Seller in the Company, as the case may be, and Seller has no other interest in the Company, as the case may be, contingent or otherwise.

5.3 No Conflict. The execution, delivery and performance of this Agreement by Seller Representative (a) does not and will not violate, conflict with or result in the breach of any provision of the articles of incorporation (or similar organizational documents), if any, of Seller Representative; (b) assuming the receipt of all consents, approvals, waivers and authorizations and the making of the notices and filings set forth on Schedule 5.4, does not and will not conflict with or violate (or cause an event which could have a Material Adverse Effect as a result of) any Law or Governmental Order applicable to Seller Representative; or (c) assuming the receipt of all consents, approvals, waivers and authorizations and the making of notices and filings set forth on Schedule 5.4 or required to be made or obtained by Purchaser, Parent, the Group Companies, does not and will not conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on such Purchased Shares as held by Seller Representative pursuant to, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, sublicense, Permit, franchise or other instrument or arrangement to which Seller Representative is a party or by which any of the Purchased Shares is bound or affected, other than as set forth on Schedule 5.4 and, in the case of clauses (b) and (c), conflicts, breaches, defaults, cancellations, accelerations, losses, violations or Encumbrances that would not, individually or in the aggregate, impair or delay Seller Representative's ability to perform its obligations hereunder.

5.4 Consents and Approvals. Except as set forth on Schedule 5.4, the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, by Seller Representative do not and will not require any consent, approval or authorization of, filing with or notification to any Governmental Authority, creditor or other Person, other than, in the case of Sections 5.3(b) and (c) above, conflicts, breaches, defaults, cancellations, accelerations, losses, violations or Encumbrances that would not, individually or in the aggregate, impair or delay Seller Representative's ability to perform its obligations hereunder.

5.5 Brokers. No broker or finder is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller Representative.

5.6 Residency. Seller is not a U.S. Person, as such term is defined under Rule 902(k) of Regulation S, promulgated under the Securities Act.

5.7 Taxes. Onshore Shareholders have paid all taxes in all applicable jurisdictions related to the Restructuring prior to Closing. Sellers or its beneficiary owners will pay all taxes in all applicable jurisdictions related to the transaction contemplated hereunder with twenty (20) days following Closing.

6. Representations and Warranties of the Group Companies.

Except as set forth in a correspondingly numbered schedule (the "**Disclosure Schedule**") delivered to Purchaser and Parent dated as of the date of this Agreement, each of the Group Companies represents and warrants to, and agree with (and shall cause the Seller Representatives to severally and jointly, represent and warrant to, and agree with), Purchaser and Parent as follows:

6.1 Organization, Authority and Qualification of the Company. Each of the Group Companies and Sellers (each a "**Company Representative**" and collectively, "**Company Representatives**") is a limited liability corporation duly incorporated and validly existing under the laws of its respective jurisdiction and has all necessary power and authority to own, operate or lease the Assets now owned, operated or leased by it and to carry on the Business as it has been and is currently conducted and to execute, deliver and perform this Agreement and the Ancillary Agreements to which it will become a party. All corporate actions taken by the Company Representative have been duly authorized, and the Company Representative has not taken any action that in any material respect conflicts with, constitutes a default under or results in a violation of any provision of its memorandum of association (or similar organizational documents). A true and correct copy of the memorandum of association (or similar organizational documents) of the Company Representative, as in effect on the date hereof, has been delivered by the Company Representative to Purchaser or Parent.

6.2 Capital Stock of the Group Companies. Schedule A contains a true and accurate listing of all issued and outstanding shares of the Company immediately prior to the Closing. The Purchased Shares have been duly authorized, are validly issued, fully paid, and nonassessable, and constitute all of the issued and outstanding shares of the applicable Company Representative. None of the Purchased Shares was issued in violation of any preemptive rights. Schedule A lists all of the outstanding Company Options that have been issued by the Company and not exercised as of the date hereof. Except for such options, there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the shares of the Company Representative or obligating Company Representative to issue or sell any shares of, or any other interest in, the Group Companies. There are no outstanding contractual obligations of the Company Representative to repurchase, redeem or otherwise acquire any of the Purchased Shares or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person.

6.3 Subsidiaries. Except as set forth in Schedule 6.3, the Company Representative has no subsidiaries or branches and representative offices, proprietary interests or investments in securities, other than those held from time to time as short-term investments for the utilization of idle cash, and does not control, through stock ownership or otherwise, any corporation, partnership, joint venture, unincorporated association or other business entity.

6.4 Corporate Books and Records. The minute books of the Company Representative contain accurate records of all meetings and accurately reflect all other corporate actions and decisions taken or subsequently ratified by the Company Representative's members, board of directors of the Company Representative in all material respects. Complete and accurate copies of all such minute books and of the register of equity interests of the Company Representative have been provided by the Company Representative to Purchaser or Parent.

6.5 No Conflict. The execution, delivery and performance of this Agreement by the Company Representative (a) does not and will not violate, conflict with or result in the breach of any provision of the articles of incorporation (or similar organizational documents) of the Company Representative; (b) assuming the receipt of all consents, approvals, waivers and authorizations and the making of the notices and filings set forth on Schedule 6.5, does not and will not conflict with or violate (or cause an event which could have a Material Adverse Effect as a result of) any Law or Governmental Order applicable to the Assets, Business, the Company Representative; or (c) assuming the receipt of all consents, approvals, waivers and authorizations and the making of notices and filings set forth on Schedule 6.5 or required to be made or obtained by Purchase or Company Representative, does not and will not conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the Purchased Shares or on any of the Assets pursuant to, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, sublicense, Permit, franchise or other instrument or arrangement to which the Company Representative is a party or by which any of the Purchased Shares or any of such Assets is bound or affected other than, in the case of clauses (b) and (c) above, conflicts, breaches, defaults, cancellations, accelerations, losses, violations or Encumbrances that would not have, individually, or in the aggregate, a Material Adverse Effect.

6.6. Consents and Approvals. The execution, delivery and performance of this Agreement by the Company Representative does not and will not require any consent, approval, permit, authorization, filing or notification to any Governmental Authority, creditor or other Person, except as set forth in Schedule 6.6, all of which shall be acquired or made, as the case may be, prior to the Closing Date.

6.7 Financial Statements and Books and Records.

(a) True and complete copies of the Audited Financial Statements and the Interim Financial Statements have been delivered by the Company Representative to Purchaser and are attached hereto as Schedule 6.7(a). The Audited Financial Statements and the Interim Financial Statements (i) were prepared in accordance with the books of account and other financial records of the Company and Subsidiaries; (ii) present fairly the financial condition and results of operations of the Company and Subsidiaries as of the respective dates thereof or for the respective periods covered thereby; (iii) have been prepared in accordance with PRC GAAP applied on a basis consistent with the past practices of the Company and Subsidiaries; and (iv) include all adjustments that are necessary for a fair presentation of the consolidated financial condition of the Company and Subsidiaries and the results of the operations of the Company and Subsidiaries as of the respective dates thereof or for the respective periods covered thereby; *provided, however*, that the Interim Financial Statements are subject to normal year-end adjustments and the absence of notes.

(b) The books of account and other financial records of the Company and Subsidiaries (i) accurately reflect in all material respects items of income and expense and all Assets and Liabilities required to be reflected therein in accordance with PRC GAAP applied on a basis consistent with the past practices of the Company and Subsidiaries; (ii) are complete and correct in all material respects, and do not contain or reflect any material inaccuracies, discrepancies or deficiencies; and (iii) have been maintained in accordance with good accounting practices in all material respects.

(c) There has been no change in Company's and Subsidiaries' accounting policies or the methods of making accounting estimates or changes in estimates that are material to the Financial Statements, other than as set forth in the Financial Statements. Schedule 6.7(c) lists, and the Company Representative has delivered to Parent copies of the documentation creating or governing, all securitization transactions and "off-balance sheet arrangements" (as defined in Item 303(c) of Regulation S-K promulgated by the SEC) effected by Company and Subsidiaries since December 31, 2014. Except as set forth in the Financial Statements, there are no liabilities, claims or obligations of any nature, whether accrued, absolute, contingent, anticipated or otherwise, whether due or to become due, that are required to be shown in the Financial Statements in accordance with PRC GAAP. Except as disclosed in the Financial Statements, Company Representative is not a guarantor or indemnitor of any indebtedness of any other Person.

(d) Attached as Schedule 6.7(d) is the "**Projected Closing Balance Sheet**" for the Company and Subsidiaries as of June 30, 2015 based on an assumed Closing Date of June 24, 2015, and reasonable assumptions relating to the operation of the business conducted by the Company and Subsidiaries between the date of this Agreement and the Closing Date which shall be prepared on a basis consistent with the Audited Financial Statements and Interim Financial Statements.

6.8 No Undisclosed Liabilities. Except as set forth on Schedule 6.8, there are no Liabilities of the Company Representative, other than the Liabilities reflected or reserved against on the Financial Statements and Liabilities that have arisen after the date of the Interim Financial Statements in the Ordinary Course of Business. Reserves are reflected on the Financial Statements against all Liabilities of the Company Representative in amounts that have been established on a basis consistent with the past practices of the Company Representative and in accordance with PRC GAAP applied consistently during the periods indicated. Other than as reflected on the Financial Statements, there are no contracts, agreements, transactions or obligations among Company Representatives and Seller Representatives. The Company Representative has paid all dividends or other distributions, if any, that are or may become payable with respect to the shares of preferred stock of the Company Representative for the periods preceding the Closing Date.

6.9 Accounts Receivable. Except to the extent, if any, reserved for on the Financial Statements or set forth on Schedule 6.9, all accounts receivable reflected on the Financial Statements and all accounts receivable existing on the Closing Date have arisen from the sale of goods or services in the Ordinary Course of Business and, except for those accounts receivable that have been collected, constitute only valid, undisputed claims of the Company Representative which are not subject to valid claims of set-off or other defenses or counterclaims other than normal cash discounts accrued or returns in the Ordinary Course of Business. Except as set forth on Schedule 6.9, all accounts receivable reflected on the Financial Statements or arising from the date thereof until the Closing (subject to the reserve for bad debts, if any, reflected on the Financial Statements), unless already collected, are or will be as of the Closing Date good and collectible, without resort to litigation or extraordinary collection activity, within ninety (90) days after the Closing Date.

6.10 Permits. Schedule 6.10 describes all material Permits from Governmental Authorities necessary to conduct the Business, all of which have been secured and are valid and in full force and effect and there is no Action which would or is reasonably likely to, result in the suspension, cancellation, modification or revocations of any of its Permits. None of such Permits shall be invalidated or become voidable as a result of the consummation of the transactions contemplated hereby. No consent, approval or notice is necessary in connection with the consummation of the transactions contemplated hereby in order to maintain in full force and effect all of such Permits. The Company Representatives are in material compliance with the terms and conditions of all such Permits. Except as specified on Schedule 6.10, all such Permits are renewable in the Ordinary Course of Business.

6.11 Conduct in the Ordinary Course of Business; Absence of Certain Changes, Events and Conditions. Since September 30, 2014, the Business has been conducted in the Ordinary Course of Business. As amplification and not limitation of the foregoing, since September 30, 2014, except as disclosed on Schedule 6.11:

- (a) Company Representative has not been served notice of any failure to pay any creditor any amount owed to such creditor when due;
- (b) Company Representative has not redeemed any of the membership interests or declared, made or paid any dividends or distributions (whether in cash, securities or other property) to the holders of capital stock of the Company, Subsidiaries or otherwise;
- (c) Company Representative has not issued or sold any membership interests, notes, bonds or other securities of the Company, or any option, warrant or other right to acquire the same, or any other interest in the Company;
- (d) Company Representative has not failed to maintain the Assets in accordance with good business practice and in good operating condition and repair;
- (e) Company Representative has not incurred, or guaranteed, any Indebtedness in excess of RMB1,000,000 individually or RMB2,000,000 in the aggregate;
- (f) Company Representative has not suffered any Material Adverse Effect;
- (g) Company Representative has not agreed, whether in writing or otherwise, to take any of the actions specified in this Section 6.11 or make any commitment with respect to any of the actions specified in this Section 6.11, except as expressly contemplated by this Agreement;
- (h) Company Representative has not made any increase in the compensation or benefits payable or to become payable to any employee of the Company;

(i) Company Representative has not made any sale, transfer or disposal or purchase of properties or assets with a value in excess of RMB1,000,000 other than in the Ordinary Course of Business; or

(j) Company Representative has not made any payment or distribution of any funds or assets of the Company Representative or any other affiliate or Sellers' Representative other than payments for goods and services (including employment) by the Company to Seller Representatives or an affiliate based on arms-length transactions.

6.12 Customers, Distributors and Suppliers. Schedule 6.12 contains a true and complete list of all customers, distributors, representatives and agents of the Company Representative and a description of their respective relationships with the Company Representative. Schedule 6.12 contains a true and complete list of all Persons who provided goods or services to the Company or the Subsidiaries in the twelve (12) month period ended as of the date of this Agreement to which the Company Representative paid, is committed to pay, or could become committed to pay RMB1,000,000 (or its equivalent in another currency) or more since the beginning of such period. The Company Representative's relations with the foregoing Persons are good and, except as described in Schedule 6.12, there are no disputes between the Company Representative and any of such Persons pending or, to the best Knowledge of the Company Representative, threatened. All contracts with the foregoing Persons are in full force and effect in accordance with their terms, and there are no defaults or assertions of default thereunder. Since January 1, 2014, Company Representative has not received any notice from any customer, supplier or distributor that such customer, supplier or distributor, as the case may be, intends to discontinue or substantially curtail purchasing from, selling to or distributing for the Company Representative's Business.

6.13 Related Party Transactions. Except as set forth in Schedule 6.13 or as contemplated by this Agreement, no employee, officer, shareholder, partner, or director of any Company Representative has any interest in any of the Assets or is a party to any agreement, commitment or lease with the Company Representative or affecting the Business or the Assets.

6.14 Litigation. Except as set forth in Schedule 6.14, there are no Actions by or against the Company Representative (or by or against Sellers and relating to the Business or the Company Representative), or affecting any of the Assets, pending before any Governmental Authority (or, to the Knowledge of the Company Representative, threatened to be brought by or before any Governmental Authority) nor are there any investigations, disciplinary proceedings or other circumstances likely to lead to such an Action. There is no investigation, disciplinary proceeding or enquiry by, or order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental agency or regulatory body outstanding, or to the Company Representative's Knowledge, threatened, against the Company Representative or any person for whose acts or defaults it may be vicariously liable. Neither the Company Representative nor the Assets are subject to any Governmental Order (or, to the Knowledge of the Company Representative, are there any such Governmental Orders threatened to be imposed by any Governmental Authority) which has or has had a Material Adverse Effect.

6.15 Material Contracts.

(a) Schedule 6.15(a) lists the following Material Contracts:

(i) each contract and agreement for the purchase or sale of technologies, materials or personal property with any supplier or for the furnishing of services to the Company, or otherwise related to the Business under the terms of which the Company Representative or Seller Representative: (A) is likely to pay or otherwise give consideration of more than RMB1,000,000 in the aggregate during the calendar year ending December 31, 2014; (B) is likely to pay or otherwise give consideration of more than RMB1,000,000 in the aggregate over the remaining term of such contract; (C) cannot cancel such contract or agreement without penalty or further payment and without more than thirty (30) days' notice; or (D) resulting in payment to and from the Company Representative or Seller Representative of more than RMB1,000,000 during the calendar year ending December 31, 2014;

- (ii) all franchise, broker, distributor, dealer, manufacturer's representative, agency, sales promotion, market research, marketing consulting and advertising contracts and agreements to which the Company Representative or Seller Representative is a party;
- (iii) all management contracts and contracts with independent contractors or consultants (or similar arrangements) to which the Company Representative or Seller Representative is a party and which are not cancelable without penalty or further payment and without more than thirty (30) days' notice;
- (iv) all contracts and agreements relating to Indebtedness of the Company Representative or Seller Representative;
- (v) all contracts and agreements with any Governmental Authority to which the Company is a party and such Governmental Authority is a direct party;
- (vi) all contracts and agreements that limit or purport to limit the ability of the Company Representative to compete in any line of business or with any Person or in any geographic area or during any period of time;
- (vii) all contracts and agreements between or among the Company Representatives and Seller Representatives or their affiliates;
- (viii) all contracts and agreements providing for benefits under any Employee Plan;
- (ix) all leases and subleases pertaining to each parcel of the Leased Real Property, including (A) the street address of each parcel of Leased Real Property, (B) the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of Leased Real Property, (C) the term (referencing applicable renewal periods) and rental payment terms of the leases (and any subleases) pertaining to each such parcel of Leased Real Property, and (D) the current use of each such parcel of Leased Real Property; and
- (x) all other contracts and agreements whether or not made in the Ordinary Course Of Business, which are material to the Company Representative, or the conduct of the Business or the absence of which would have a Material Adverse Effect.

(b) Each Material Contract is valid and binding on the respective parties thereto and is in full force and effect, and the consummation of the transactions contemplated by this Agreement does not and will not result in any Material Contract not being valid, binding, or in full force or effect. The Company Representative or Seller Representative is not in breach of, or default under, any Material Contract, except for such breaches or defaults that would not individually or in the aggregate have a Material Adverse Effect. To the Knowledge of Company Representative or Seller Representative, no other party to any Material Contract is in material breach thereof or material default thereunder. There is no contract, agreement or other arrangement granting any Person any preferential right to purchase any of the Assets, other than in the Ordinary Course of Business.

(c) None of the Material Contracts contains a Change of Control clause which would, due to the consummation of the Transaction, result in Company Representative or Seller Representative's paying any damages or penalties to other contracting parties to those Material Contracts or entitle such other contracting parties to terminate such Material Contracts.

6.16 Intellectual Property.

(a) Schedule 6.16(a) sets forth (i) a true, correct and complete list and a brief description of all Owned Intellectual Property, including a complete identification of each patent and patent application and each registration or application for registration thereof; and (ii) a true, correct and complete list and a brief description of all Licensed Intellectual Property, other than any software that is generally available on standard terms for less than US\$1,000 per copy, seat, CPU or named user. The rights of the Company Representative or Seller Representative in or to such Owned Intellectual Property and Licensed Intellectual Property do not conflict with or infringe on the rights of any other Person, and none of any of the Company Representative or Seller Representative has received any claim or written notice from any Person to such effect.

(b) The Company Representatives have delivered to Purchaser true, correct and complete copies of the registrations for Owned Intellectual Property and agreements pursuant to which the Licensed Intellectual Property identified on Schedule 6.16(a)(ii), have been licensed or sublicensed to the Company Representative or Seller Representative.

(c) The Company Representative or Seller Representative owns all Owned Intellectual Property free and clear of any Encumbrance, other than any non-exclusive licenses granted by the Company Representative or Seller Representative in the ordinary course of business. The Company Representative or Seller Representative has the right, pursuant to valid and enforceable licenses, to use the Licensed Intellectual Property in the manner in which the Licensed Intellectual Property is currently being used. No Actions have been made or asserted or are pending (and, to the Knowledge of the Company Representative, no Action has been threatened) against the Company Representative or Seller Representative either (i) based upon or challenging or seeking to deny or restrict the use by the Company Representative or Seller Representative of any of the Owned Intellectual Property or the Licensed Intellectual Property; or (ii) alleging that any Owned Intellectual Property or Licensed Intellectual Property is being licensed, sublicensed or used in violation of patents, copyrights or trademarks or any other rights of any Person. No Person is using any patents, copyrights, trademarks, service marks, trade names, trade secrets or similar property that are confusingly similar to the Owned Intellectual Property or the Licensed Intellectual Property that is exclusively licensed to the Company Representative or Seller Representative or that infringe upon the Owned Intellectual Property or the Licensed Intellectual Property that is exclusively licensed to the Company Representative or Seller Representative or upon the rights of the Company Representative or Seller Representative. The consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any of the Owned Intellectual Property or Licensed Intellectual Property or any of the rights of the Company Representative or Seller Representative in any of the Owned Intellectual Property or Licensed Intellectual Property.

(d) The Owned Intellectual Property and the Licensed Intellectual Property described in Schedule 6.16(a) constitute all of the Intellectual Property used or held or intended to be used by the Company Representative or Seller Representative, and there are no other items of Intellectual Property that are material to the Company Representative or Seller Representative.

(e) To the Knowledge of the Company Representative, there is no reason that would prevent any pending applications to register trademarks, service marks or copyrights or any pending patent applications from being granted.

(f) No product or service of the Company Representative or Seller Representative infringes or has infringed or otherwise violates or has violated the intellectual property rights of any other Person, and no Actions have been made or asserted or are pending (and, to the Knowledge of the Company Representative, no Action has been threatened) against the Company Representative or Seller Representative alleging that any product or service of the Company Representative or Seller Representative infringes or violates the intellectual property rights of any other Person except as set forth on Schedule 6.16(f).

6.17 Real Property. The Company Representative does not own any Real Property. The Company Representative does not lease any Real Property except as specified on Schedule 6.17. The Company Representative has valid and outstanding leasehold interests in all Real Property that it leases from others and the improvements situated thereon, all of which are listed and identified on Schedule 6.17. The Company Representative's use and occupation of such Real Property and the improvements thereon comply in all material respects with the applicable Law, including zoning regulations and building codes.

6.18 Tangible Personal Property. Schedule 6.18 lists each item of tangible personal property with a value (as determined in accordance with PRC GAAP) over RMB1,000,000 (the "**Tangible Personal Property**") used in the Business or owned or leased by the Company Representative. The Company Representative has good and marketable title, or valid and effective leasehold rights in the case of leased property, to all Tangible Personal Property, free and clear of all Encumbrances except as specifically listed on Schedule 6.18. The Tangible Personal Property is in good repair and operating condition, normal wear and tear and required maintenance (which has heretofore been regularly performed) excepted.

6.19 Inventories. The inventories of the Company Representative, if any, reflected on the Audited Financial Statements and on the Interim Financial Statements are stated at not more than the lower of cost or market, with adjustments for obsolete or otherwise not readily marketable items. All of the inventories of the Company Representative are usable or saleable in the Ordinary Course of Business and are fit for the purpose for which they were intended except as set forth in the Financial Statements except for obsolete items and items of below-standard quality, all of which have been written-off or written-down to net realizable value on the Audited Financial Statements and on the Interim Financial Statements.

6.20 Assets.

(a) The Company Representative owns, leases or has the legal right to use all the properties and assets, including without limitation the Owned Intellectual Property, the Licensed Intellectual Property, the Leased Real Property and the Tangible Personal Property, used or intended to be used in the conduct of the Business or otherwise owned, leased or used by the Company Representative and, with respect to contract rights, is a party to and enjoys the right to the benefits of all contracts, agreements and other arrangements used or intended to be used by the Company Representative or in or relating to the conduct of the Business (all such properties, assets and contract rights being the "**Assets**"). The Company Representative has good and marketable title to, or, in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all the Assets, free and clear of all Encumbrances, except as disclosed on Schedule 6.20(a).

(b) The Assets constitute all the properties, assets and rights forming a part of, used, held or intended to be used in the Business. At all times since the date of the Interim Financial Statements, the Company has caused the Assets to be maintained in accordance with good business practice, and all the Assets are in good operating condition and repair and are suitable for the continued conduct of the Business, subject to normal wear and tear.

(c) The consummation of the transactions contemplated by this Agreement will not result in the incurrence of any penalty or other adverse consequence with respect to the Company Representative's respective interest in the Assets or the ownership or possession of any documents, books, records, agreements and financial data of any sort used by the Company Representative in the conduct of the Business.

6.21 Employee Benefit Matters. The Company Representative has made available prior to the date of this Agreement copies of all Employee Plans. No event has occurred and there exists no condition or set of circumstances in connection with which the Company Representative could be subject to any material Liability under the terms of such Employee Plans or under the Law, except those Liabilities that have accrued in the Ordinary Course of Business but are not due pursuant to the terms of any Employee Plan. Except as contemplated in this Agreement or any Ancillary Agreement, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, either alone or together with a series of related events, will (i) result in any material payment (including without limitation severance, unemployment compensation or otherwise) becoming due under any Employee Plan; (ii) increase the benefits otherwise payable under any Employee Plan; (iii) result in the acceleration of the time of payment, vesting or funding of any material benefits under any Employee Plan; or (iv) affect in any material respect any Employee Plan's current treatment under any Laws.

6.22 Labor Matters. The Company Representative is not a party to any collective bargaining agreement or other labor union contract applicable to persons employed by the Company Representative, and currently there are no organizational campaigns, petitions or other unionization activities seeking recognition of a collective bargaining unit which could materially affect the Company Representative. There are no controversies, strikes, slowdowns, lock-outs or work stoppages pending or, to the Knowledge of the Company Representative, threatened between the Company Representative and any of the employees, and the Company Representative has not experienced any such controversy, strike, slowdown, lock-outs or work stoppage within the past three (3) years. The Company Representative is currently in compliance in all material respects with all applicable Laws relating to the employment of labor, including without limitation those related to wages, hours and collective bargaining, and is not liable for any arrears of wages, taxes, allowances, benefits, severance pay, penalties or other sums for failure to comply with any of the foregoing. The Company Representative has paid in full to all current and former directors, officers and employees or adequately accrued for in accordance with PRC GAAP all wages, salaries, commissions, bonuses, benefits allowances, severance pay and other compensation due to or on behalf of the current and former directors, officers and employees. The Company Representative is not a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices. There are no Actions that have been asserted or is now pending or, to the Knowledge of the Company Representative, threatened with respect to the Company Representative for unfair labor practices, payment of withholding taxes, payment of wages, salary or severance, safety and health standards or discrimination in employment practices. The Company Representative has made all required contributions, concerning national pension, national medical insurance, worker's compensation insurance, unemployment insurance and other mandatory social security matters.

6.23 Taxes. Since the date of the Company Representative's organization under the Law of its respective jurisdiction, all returns and reports in respect of Taxes required to be filed with respect to the Company Representative have been timely filed. All Taxes required to be shown on such returns and reports or otherwise due have been timely paid. All such returns and reports are true, correct and complete in all material respects. No adjustment relating to such returns has been proposed formally or informally by any Tax Authority and the Company Representative is not (i) a party to any agreement, arrangement or election with any Tax Authority and (ii) liable for Taxes in relation to transfer pricing. There are no pending or, to the Knowledge of the Company Representative, threatened Actions for the assessment or collection of Taxes against the Company Representative. The Company Representative is not subject to any material additional unpaid Tax investigation and, to the Company Representative' knowledge, there are no facts which are likely to cause an investigation to be launched and no notices of any dispute regarding material Tax receivable from the Company Representative have been served or made. There are no tax liens on any Assets other than for Taxes not yet due. No power of attorney that is currently in force has been granted with respect to any matter relating to Taxes that could affect the Company Representative. On the Financial Statements, reserves and allowances have been provided adequate to satisfy all Liabilities for Taxes relating to the Company Representative as of the date thereof (without regard to the materiality thereof). The Company Representative has taken all reasonable steps to comply with, and to cause their shareholder to comply with, any applicable rules and regulations of the PRC Tax authority, including taking reasonable steps to require their members to complete any registration and other procedures required under applicable rules and regulations of the PRC Tax authority.

6.24 Insurance. The Company Representative maintains insurance policies consistent with customary practices and standards of companies engaged in businesses and operations similar to those of the Company Representative. A list of such insurance policies (including the policy number, the amount of coverage, the type of insurance, insurance carrier, annual premium, date of expiration, and any pending claims or contributions thereunder which are material to Company Representative) is contained on Schedule 6.24.

6.25 Environment.

(a) The Company Representative has not engaged in or permitted, and to the Knowledge of the Company Representative, no previous owner, tenant, occupant or user of any parcel of the Real Property has engaged in or permitted, any operations or activities upon, or any use or occupancy of, any parcel of the Real Property (or any portion thereof) for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials on, under, in or about any parcel of the Real Property, or transported any Hazardous Materials to, from or across any parcel of the Real Property.

(b) To the Company Representative's Knowledge, no Hazardous Materials are presently constructed, deposited, stored or otherwise located on, under, in or about any parcel of the Real Property.

(c) The Company Representative is in compliance with, and there are no existing violations by the Company Representative under, all applicable Environmental Laws (including, without limitation, OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and its Supplement on Tin, Tantalum, and Tungsten) in all material respects, and no investment or expense is required by the Company Representative in order to maintain such compliance.

(d) The Company Representative has obtained all Permits and filed all notices which are required to be obtained or filed by it or those engaged by it for use of the Assets and the conduct of the Business under applicable Environmental Laws, and there has been no change in the facts and circumstances reported or assumed in the application for or granting of such Permits.

(e) The Company Representative is in compliance in all material respects with all terms and conditions of such required Permits, including without limitation filing all notices, reports and other statements which are required to be obtained or filed under such Permits.

(f) To the Company Representative's Knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with the Environmental Laws, or which may give rise to any statutory Liability, or otherwise form the basis of any Action under any Environmental Laws, based on or related to the manufacture, processing, distribution, use, treatment, storage, presence, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Materials.

6.26 Product Liability and Product Warranty. Schedule 6.26 contains a true and complete description of (i) all warranties granted or made with respect to products sold, or services rendered, by the Company Representative; and (ii) the Company Representative's product liability and product warranty experience since its organization. Except as set forth in Schedule 6.26, the Company Representative has not suffered any product liability or product warranty claims. To the Knowledge of the Company Representative, the Company Representative has not distributed, supplied or sold products which are or are likely to become or are alleged to be faulty, defective or which do not comply with any representations or warranties expressly or impliedly made by the Company Representative. The Company Representative has or has had, during the last three (3) years before the Closing Date, any liability, whether based on strict liability, negligence, breach of warranty (express or implied), breach of contract or otherwise, in respect of any product, component or other item manufactured, sold, designed or produced prior to the Closing, or services rendered prior to the Closing, and to the Company Representative's Knowledge, there is no basis for any present or future Actions against the Company Representative giving rise to any such liability, including any liability arising out of any injury to individuals or property as a result of the ownership, possession or use of any products manufactured, sold or delivered by the Company Representative, nor is there any basis for present or future recall of any such products.

6.27 Loan Agreements. Details (including the amount of principal and interest outstanding) of all financial or credit facilities which on the Closing will remain outstanding or available to the Company Representative are set forth on Schedule 6.27 and there are no circumstances other than the transactions contemplated by this Agreement, whereby the continuation of any such financial or credit facilities might cease or be prejudiced, or which may give rise to any alteration in the terms and conditions of any of the such financial or credit facilities.

6.28 Brokers. No broker or finder is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company Representative.

6.29 Compliance with Laws; Licenses. Except as would not have, individually or in the aggregate, a Material Adverse Effect or would not reasonably be expected to prevent or materially impair the consummation of the transactions contemplated by this Agreement, the businesses of each of the Company Representatives and Seller Representatives have not been, since December 31, 2012, and are not being conducted in violation of any applicable United States federal, state or local, non-United States national, provincial or local, or multinational law, statute or ordinance, common law, or any rule, regulation, directive, decree, or treaty provision applicable to the Company Representatives and Seller Representatives, or any judgment, agency requirement license or permit of any Governmental Authority. No investigation, audit or review by any Governmental Authority with respect to the Company Representatives and Seller Representatives is pending or, to the Knowledge of the Company Representative, threatened, nor has any Governmental Authority notified the Company Representatives and Seller Representatives of its intention to conduct the same, except for (i) such investigations, audits or reviews that would not have, individually or in the aggregate, a Material Adverse Effect and/or (ii) any investigation or review related to the Merger. As of the date hereof, neither the Company Representative nor Seller Representative has received any written notice or communication of any material noncompliance with any applicable Laws that has not been cured as of the date hereof. The Company Representative and the Seller Representative each has made applications for or obtained, renewed and is in compliance with all material permits, licenses, certifications, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Authority ("**Licenses**") necessary to conduct its business in all material respects as presently conducted, except as would not have, individually or in the aggregate, a Material Adverse Effect.

6.30 Certain Practices. Except as would not have, individually or in the aggregate, a Material Adverse Effect, neither the Company Representative nor the Seller Representative is subject to any pending or, to the Knowledge of the Company Representative, threatened, investigation by any other Governmental Authority in the PRC or elsewhere pursuant to applicable anti-corruption Laws (including the PRC Law on Anti-Unfair Competition enacted on September 2, 1993, if applicable, and the Interim Rules on Prevention of Commercial Bribery enacted by the PRC State Administration of Industry and Commerce on November 15, 1996, if applicable) with respect to corrupt practices in the procurement by Governmental Entities or any other entities. Neither the Company Representative nor the Seller Representative has, nor, to the Knowledge of the Company Representative, has any officer or employee of the Company Representative and the Seller Representative, been convicted of any violation of such anti-corruption Laws. To the Knowledge of the Company Representative, neither the Company Representative nor the Seller Representative has solicited, received, paid or offered to pay any remuneration, directly or indirectly, overtly or covertly, in cash or kind for the purpose of making or receiving any referral which violated such anti-corruption Law. Neither the Company Representative nor the Seller Representative, nor, to the Knowledge of the Company Representative, any director, officer, agent, employee or affiliate of the Company Representative and the Seller Representative, has taken any action, directly or indirectly, that could result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA. The Company Representatives and the Seller Representatives have, to the Knowledge of the Company Representative, conducted their businesses in compliance with the FCPA in all material respects.

6.31 Full Disclosure. To the Company Representative's Knowledge, there are no any facts pertaining to the Company Representative and the Seller Representative or the Business which materially adversely affect the Company Representative and the Seller Representative or the Business or which are reasonably likely in the future to have a Material Adverse Effect on the Company Representative and the Seller Representative or the Business and which have not been disclosed in this Agreement, the Schedules hereto or the Financial Statements or otherwise disclosed to Purchaser in writing.

7. Representations and Warranties of Purchaser and Parent

As of the date of this Agreement, Purchaser and Parent represent and warrant to, and agree with, Sellers and the Company as follows:

7.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Hong Kong, with full power and authority to conduct its business in the manner in which it has been conducted and to execute, deliver and perform this Agreement and the Ancillary Agreements to which it will become a party. Parent is a corporation duly organized, validly existing and in good standing under the laws of the Cayman Islands, with full power and authority to conduct its business in the manner in which it has been conducted and to execute, deliver and perform this Agreement and the Ancillary Agreements to which it will become a party. Purchaser and Parent are duly qualified to do business in, and are in good standing under the laws of, each jurisdiction in which the property owned or leased by them or the nature of their businesses requires such qualification, except where the lack of such qualification would not have a material adverse effect on the business, assets or liabilities of Purchaser or Parent.

7.2 Authority. The execution, delivery and performance of this Agreement and the Ancillary Agreements by Purchaser and Parent have been duly authorized by all necessary corporate action. This Agreement and each Ancillary Agreement, when executed and delivered by Purchaser and Parent, shall be legal, valid and binding obligations of Purchaser and/or Parent, enforceable against it or them, as the case may be, in accordance with the terms hereof and thereof.

7.3 Capitalization and Ordinary Shares.

The authorized share capital of Parent consists 500,000,000 shares, of which 135,622,076 have been designated and issued as Parent Ordinary Shares as of December 31, 2014. As of the date hereof, Parent has no shares of preferred stock either designated or outstanding. All of the outstanding shares of the capital stock of Parent have been duly authorized and validly issued, and are fully paid and non-assessable. To the Knowledge of Parent, the outstanding shares of capital stock and other equity interests of Parent are not subject to any voting trust arrangement or other contract, agreement or arrangement restricting or otherwise relating to the voting, dividend rights or disposition of such stock or other equity interests. There are no phantom stock or similar rights providing economic benefits based, directly or indirectly, on the value or price of such stock or other equity interests of Parent. Prior to the Closing, Parent will have taken all necessary action to permit it to issue or otherwise deliver the Parent ADS to be delivered in connection with the transactions contemplated hereby. The Parent ADS, when issued and delivered by Parent as described herein and in the Investment Agreements, will be duly authorized, validly issued, fully paid, nonassessable and free and clear of any and all Encumbrances and in suitable form for transfer and no Person will have any preemptive right of subscription or purchase or any other right in respect thereof.

7.4 No Conflict. The execution, delivery and performance of this Agreement by Purchaser or Parent does not and will not (a) violate, conflict with or result in the breach of any provision of the articles of incorporation (or similar organizational documents), if any, of Purchaser or Parent; (b) conflict with or violate (or cause an event which could have a Material Adverse Effect as a result of) any Law or Governmental Order applicable to Purchaser or Parent; or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the Ordinary Shares pursuant to, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, sublicense, Permit, franchise or other instrument or arrangement to which such Seller is a party or by which any of the Purchased Shares is bound or affected, other than, in the case of clauses (b) and (c), conflicts, breaches, defaults, cancellations, accelerations, losses, violations or Encumbrances that would not, individually or in the aggregate, impair or delay Purchaser's or Parent's ability to perform its obligations hereunder.

7.5 Consents and Approvals. No consent, approval, waiver, authorization, notice or filing is required to be obtained by Purchaser or Parent from, or to be given by Purchaser or Parent to, or made by Purchaser or Parent with, any Governmental Authority, except as set forth on Schedule 7.5.

7.6 Brokers. No broker or finder is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser or Parent.

7.7 Investigation and Evaluation. Purchaser and Parent acknowledge that (a) they are experienced in the operation of the type of business conducted by the Company, and (b) they and their directors, officers, attorneys, accountants and advisors have been given a full opportunity to examine the books, records and other information with respect to the Company and ask questions of the Company.

7.8 SEC Filings; Financial Statements.

(a) Parent has timely filed, in all material respects, all forms, reports, schedules, statements and other documents required to be filed by it during the twelve (12) months immediately preceding the date of this Agreement (collectively, as supplemented and amended since the time of filing, and including any such reports filed subsequent to the date hereof (the "**Parent SEC Reports**") with the SEC. The Parent SEC Reports (i) were prepared in all material respects in accordance with all applicable requirements of the Securities Act and the Exchange Act, as applicable, and (ii) did not, and will not (with respect to the Parent SEC Reports filed after the date hereof), contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The representation in clause (ii) of the preceding sentence does not apply to any misstatement or omission in any Parent SEC Report that was superseded by subsequent Parent SEC Reports.

(b) The audited consolidated financial statements and unaudited consolidated interim financial statements of Parent and its consolidated subsidiaries included or incorporated by reference in the Parent SEC Reports have been prepared in accordance with U.S. GAAP consistently applied during the periods indicated (except as may otherwise be indicated in the notes) and present fairly the financial position, results of operations and cash flows of Parent and its consolidated subsidiaries on a consolidated basis at the respective dates and for the respective periods indicated (except interim financial statements may not contain all notes and are subject to year-end adjustments).

7.9 Litigation. There are no Actions by or against Parent or Purchaser, or affecting their respective assets, pending before any Governmental Authority (or, to the Knowledge of Parent and Purchaser, threatened to be brought by or before any Governmental Authority), which, individually or in the aggregate, would impair or delay the ability of Parent or Purchaser to effect the Closing. Neither Parent nor Purchaser is subject to any Governmental Order or award, injunction or decree of any arbitrator or arbitrators that, individually or in the aggregate, would impair or delay the ability of Parent or Purchaser to effect the Closing.

7.10 Undisclosed Liabilities. Neither Purchaser nor Parent has any material liability of any nature, whether accrued, absolute, or contingent, other than (a) liabilities that are properly and accurately reflected (or adequately reserved against) on their consolidated balance sheets, (b) liabilities incurred in the Ordinary Course since December 31, 2013, or (c) liabilities incurred in the Ordinary Course that are not required to be reflected in the balance sheets under U.S. GAAP.

7.11 Absence of Changes. Since December 31, 2013, there has not been any material change in the financial condition, properties, assets, liabilities, business or operations of Purchaser or Parent which change by itself or in conjunction with all other such changes, whether or not arising in the Ordinary Course, has had or will have a material adverse effect thereon.

7.12 Availability of Funds. Through Parent, Purchaser has available, and will have available on the Closing Date, sufficient funds to enable Purchaser to consummate the Transaction and to pay all of the Cash Consideration plus, as applicable, the Incentive Amount and Reserve Amount. No action or proceeding has been commenced by or against Purchaser under any bankruptcy Law of any relevant jurisdiction for the relief of debtors or for the enforcement of the rights of creditors.

7.13 No Other Representations or Warranties. Except for the representations and warranties contained in this Section 7, Parent and Purchaser are making no other express or implied representation or warranty on behalf of the Company.

8. Covenants of Sellers and the Company

8.1 Conduct of Business. Between the date hereof and the Closing Date the Sellers and Company shall and shall cause Seller Representatives, Company Representatives and Onshore Shareholders to:

- (a) conduct the Business only in the usual and Ordinary Course of Business;
- (b) refrain from amending the articles of incorporation (or equivalent) of the Company Representative or its internal rules or regulations;
- (c) refrain from making any material change in its accounting practices or procedures other than changes required by PRC GAAP;
- (d) except as required by Law, not take any action that would render, or which reasonably may be expected to render, any representation or warranty made by the Company Representative in this Agreement untrue at the Closing;
- (e) refrain from (i) making any purchases, sales or transfers of any material properties; (ii) entering into any Material Contracts or commitments; (iii) mortgaging, pledging, subjecting to lien or otherwise encumbering any of its material Assets; and (iv) borrowing or lending any funds;
- (f) refrain from incurring any Liabilities other than those that are in the Ordinary Course of Business, but in any event not to exceed, in the aggregate or in an amount, RMB1,000,000; provided that for any Liabilities exceeding, in the aggregate or in an amount, RMB650,000, a prior written notice should be given to Parent and Purchaser;

(g) except as required by Law, refrain from making any change in the compensation or benefit payable or to become payable to any of its employees or agents or making any new bonus payment or arrangement or benefit to or with any of them;

(h) have in effect and maintain at all times all insurance now in force as described in Schedule 6.24;

(i) file with the relevant PRC authorities, including without limitation, SAFE, MOFCOM, administration of industry and commerce and tax authorities, with respect to the Restructuring and the Transaction;

(j) take any and all remedial actions, reasonably acceptable to counsel to the Purchaser, with regards to PRC labor contract rules;

(k) except as contemplated by this Agreement, refrain from changing the authorized stock capital of the Company Representor, from declaring, setting aside or paying any dividend or other distribution with respect to the capital stock, or from directly or indirectly redeeming, purchasing or otherwise acquiring any additional equity membership interests or effecting a split, reclassification or other change in or of any of its equity capital; and

(l) use commercially reasonable efforts to preserve the Business organization intact, to keep available the services of its present officers and employees and to make no changes therein, and to preserve the goodwill of all suppliers, customers, sales representatives and others having business relations with the Company Representor.

8.2 Access. From the date of this Agreement through the Closing Date, the Sellers and Company shall allow Purchaser's representatives, attorneys and accountants reasonable access during normal business hours upon reasonable notice to the records and files, audits and properties of the Company Representors as well as all information relating to taxes, commitments, contracts, titles and financial condition of, or otherwise pertaining to, the business and affairs of the Company Representors. From the date hereof, the Sellers and Company will use commercially reasonable efforts to cause accountants of Company Representors to cooperate with Purchaser and its accountants in making available all financial information concerning the Company Representors as is requested, and Purchaser and its accountants shall have the right to examine all working papers pertaining to examinations of the Company Representors, or preparation of its reports, by its accountants, provided, however, that in no event shall Purchaser have access to any information that (i) based on advice of Sellers' counsel, would create any potential Liability under applicable Laws or (ii) in the reasonable judgment of the Seller, would (A) result in the disclosure of any trade secrets of third parties or (B) violate any obligation of Company Representors or Seller Representors with respect to confidentiality; provided, further, that in connection with (ii) above, if such information in question is set forth in a Material Contract, the Company Representor shall provide Purchaser with a summary of the material terms of such Material Contract, together with such additional information reasonably requested by Parent to satisfy its due diligence investigations, but in recognition of the confidential nature of such agreement. All requests for information made pursuant to this Section 8.2 shall be directed to Xueshi Yang or such Person or Persons as may be designated by the Sellers' Representative. All information received pursuant to this Section 8.2 shall be governed by Section 15.17 and the Non-Disclosure Agreement.

8.3 Authorizations. The Company Representors and Seller Representors shall use commercially reasonable efforts and shall cause Subsidiaries and Onshore Shareholders to obtain all Permits, including, but not limited to any that would be issued by the SAFE, MOFCOM, administration of industry and commerce and tax authorities necessary to allow the consummation by Sellers of the transactions contemplated hereby and the Restructuring.

8.4 Conditions. Sellers and the Company will use their commercially reasonable efforts to cause the conditions set forth in Section 10 to be satisfied and to consummate the transactions contemplated by this Agreement as soon as reasonably possible and in any event prior to the Closing Date.

8.5 Tax Filing and Tax Payment. Sellers shall (and shall cause their beneficiary owners and Onshore Shareholders to) complete tax filing with and make full tax payment to the tax authorities at all applicable jurisdictions with respect to any transaction contemplated hereunder within twenty (20) days following the Closing Date. In the event that the Sellers, their beneficiary owners and the Onshore Shareholders fail to do so, Parent or Purchaser shall have the right, but not the obligation, to use any or all of the Escrowed Tax to pay such tax to the tax authorities on behalf of the Sellers, their beneficiary owners and the Onshore Shareholders. If Parent or Purchaser chooses to make the payment of such tax on behalf of the Sellers, their beneficiary owners and the Onshore Shareholders, the Sellers shall bear (and shall cause their beneficiary owners and the Onshore Shareholders to bear) any and all costs incurred by Parent or Purchase. Parent or Purchaser may also be free to choose not to make the payment of such tax on behalf of the Sellers, their beneficiary owners and the Onshore Shareholders. In any event, Sellers, their beneficiary owners and the Onshore Shareholders shall be solely responsible for their tax liabilities with respect to the Restructuring or the transaction contemplated hereunder and shall indemnify and hold harmless the Parent and Purchase against and in respect of any such tax liabilities.

8.6 No Shop. Between the date of this Agreement and the Closing Date, or unless earlier terminated in accordance with this Agreement, none of the Company Representatives, Seller Representatives, Onshore Shareholders or any of their respective officers, directors, affiliates, employees, representatives or agents, shall, directly or indirectly, solicit, initiate or participate in any way in discussions or negotiations with, or provide any information or assistance to, any Person or group of Persons (other than Purchaser) concerning any sale or other disposition of the Purchased Shares, Business or the Assets (other than sales of inventory in the Ordinary Course of Business) or assist or participate in, facilitate or encourage any effort or attempt by any other Person to do or seek any of the foregoing. Company Representatives, Seller Representatives and Onshore Shareholders shall promptly communicate to Purchaser in writing the terms of any proposal or contract which they may receive in respect of any such transaction.

9. Covenants of Purchaser and Parent. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Closing Date, Parent and Purchaser agree to bear the following obligations:

9.1 Conditions. Purchaser and Parent will use their commercially reasonable efforts to cause the conditions set forth in Section 11 to be satisfied and to consummate the transactions contemplated by this Agreement as soon as reasonably possible and in any event prior to the Closing Date.

9.2 Authorizations. Each of Purchaser and Parent shall use commercially reasonable efforts to obtain all Permits, if any, necessary to allow the consummation by Purchaser or Parent, respectively, of the transactions contemplated hereby.

9.3 Employees. Provided that there is no breach of the terms and conditions of this Agreement by any of the Sellers who is an employee of the Group Companies, each of the employees of the Company will continue as an employee after the Closing Date, on substantially the same terms and conditions as he or she was employed immediately prior to the Closing Date. For a period of 12 months following the Closing, each employee will receive base compensation and benefits no less than the base compensation and benefits (or in the case of commissioned employees, not less than the commission structure) provided to such employee by the Company immediately prior to the Closing Date. Notwithstanding anything to the contrary, terms and conditions of the employment and compensation and benefits may be modified in the future at the discretion of Purchaser or Parent based on Purchaser's or Parent's compensation and benefits policies, the operational performance, financial results of the Parent, the Group Companies, or market conditions.

9.4 Listing of Additional Shares. Prior to the Closing Date, Parent shall file, if necessary, with the Nasdaq Global Market a Notification Form for Listing of Additional Shares with respect to the Parent ADS to be issued pursuant to the Investment Agreements, and shall ensure that the ADS program with the Bank of New York provides for sufficient number of Parent ADS representing such Parent ADS, in addition to the number of Parent ADS representing all of Parent Ordinary Shares issued and outstanding at such time.

10. Conditions for the Benefit of Purchaser and Parent All obligations of Purchaser and Parent to take the actions required to be taken by them at Closing are subject to the fulfillment or waiver, in whole or in part, of each of the following conditions on or before the Closing Date:

10.1 Representations and Warranties. Subject to additions and deletions occurring in the Ordinary Course of Business, none of which individually or in the aggregate shall have had a Material Adverse Effect, all representations and warranties made by Seller Representatives and the Company Representatives herein shall be true and correct in all respects as of the date hereof and shall be true and correct in all respects as of the Closing Date, with the same force and effect as though such representations and warranties had been made as of the Closing Date, except for such inaccuracies of representations or warranties which, individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect (it being understood that, for purposes of determining the accuracy of such representations and warranties, any update of or modification to the Disclosure Schedule made or purported to have been made after the execution of this Agreement and all "**Material Adverse Effect**" and materiality qualifications and other qualifications based on the word "**material**" contained in such representations and warranties shall be disregarded). In addition, all representations and warranties made by Sellers in the Investment Agreement shall be true and correct in all material respects as of the Closing Date. In connection therewith, Seller Representatives and Company Representatives shall deliver to Parent and Purchaser a certificate to such effect on the Closing Date.

10.2 Fulfillment of Covenants. All of the covenants, terms and conditions of this Agreement to be complied with by Seller Representatives and Company Representatives on or before the Closing Date shall have been complied with in all material respects. In connection therewith, the Seller Representatives and Company Representatives shall deliver to Parent and Purchaser a certificate to such effect on the Closing Date.

10.3 Corporate Actions of Purchaser. Purchaser shall have obtained all necessary approvals of its board of directors for the consummation of the Transaction.

10.4 Third Party Authorizations. All authorizations, consents, waivers, orders, filings and approvals of all Governmental Authorities and all third party consents, in each case necessary for the consummation of the transactions contemplated by this Agreement, as set forth in Schedule 6.6, shall have been obtained or filed or have occurred and such authorizations, consents, waivers, orders, filings and approvals have not been amended, modified or revoked in any manner, and remain in full force and effect, and no Governmental Authority shall have made any objection to Purchaser third parties with respect to the legal authority of the Group Companies to engage in the Business (or any material portion thereof) or of the Sellers, Purchaser or their Affiliates or designees, to own or engage in the Business.

10.5 Permits. Seller Representatives and Company Representatives shall have received all Permits necessary to validly sell and assign the Purchased Shares to Purchaser and to otherwise perform its obligations under this Agreement.

10.6 Consummation of Restructuring. The Restructuring shall have been consummated and evidenced by delivery to Purchaser of:

- (a) Charter Documents of the Group Companies updated to show the transactions contemplated under the Restructuring;
- (b) inquiry evidence with National Enterprise Credit Information Inquiry System (at <http://gsxt.saic.gov.cn/>) to show the shareholding structure as indicated in Operation and Structure II;
- (c) SAFE Registrations of the PRC Entity updated to show the shareholding structure as indicated in Operation and Structure II;
- (d) proof, in the form and substance to the satisfaction of Purchaser or Parent, of full payment of proceeds incurred in the Restructuring including payment to Onshore Shareholders and Shanghai Shanneng in consideration of all equity interest in the PRC Entity;
- (e) proof, in the form and substance to the satisfaction of Purchaser or Parent, of full payment of tax by Onshore Shareholders and Shanghai Shanneng to the Tax Authority in all applicable jurisdictions with respect to the Restructuring;
- (f) other licenses, permits and certifications of the Hong Kong Entity and PRC Entity updated to reflect the shareholding structure as indicated in Operation and Structure II; and
- (g) a complete and accurate list of all documents, agreements, corporate records, Charter Documents, or submissions to any Government Authority and approvals, arising from, relating to or required to effect the Restructuring, including but not limited to those set forth in Sections 10.6(a) to (f), shall be in a form and substance satisfactory to Purchaser.

10.7 Employment Agreements. Messrs. Xueshi Yang, Zhen Zhou and Yong Yu shall each have executed an employment agreement in form and substance satisfactory to Purchaser, a form of which attached hereto as: Exhibit 10.7(a), Exhibit 10.7(b), and Exhibit 10.7(c) respectively (collectively, the “**Employment Agreements**”), and neither of such individuals have taken any action to rescind such acceptance of continued employment, contingent on the Closing. The Employment Agreements will contain certain terms relating to employment together with certain lock-up provisions relating to the Parent ADS issued to such individuals pursuant to Section 4.1.

10.8 Investment Agreements. The Sellers receiving Parent ADS shall have executed and delivered to Parent the investment agreement pursuant to Section 4.1, and such investment agreement shall remain in full force and effect at the Closing Date.

10.9 Consensus; Preferred Conversion; Stock Options. Holders of One Hundred percent (100%) of the Purchased Shares and the Company shall have (i) executed this Agreement and not taken any action to rescind their execution or (ii) executed a binding power of attorney in favor of the Sellers’ Representative for his execution on their behalf.

10.10 Assignment of Patents. Those individuals set forth on Schedule 10.10 shall have executed and delivered to Parent a patent assignment agreement in the form attached hereto as Exhibit 10.10 (the “**Patents Assignment Agreement**”) under which such individual shall have assigned all of his or her rights and interests in and to the patents described in Schedule 10.10 to the Company or Subsidiaries, as designated prior to the Closing by Parent or Purchaser.

10.11 Proprietary Information and Inventions Agreement. All employees of the Company Representatives shall have executed an inventions assignment agreement substantially in the form attached hereto as Exhibit 10.11 (the “**Proprietary Information and Inventions Agreement**”).

10.12 Resignation of Directors and Statutory Auditor. All existing members of the board of directors and the statutory auditor of the Company Representatives shall have submitted their respective resignations in the form attached hereto as Exhibit 10.12 (the “**Resignation Letter**”). Purchaser will have received the Resignations of all of the members of the board of directors and the statutory auditor of the Company Representatives.

10.13 Opinion of Counsel. Purchaser shall have received the opinion, in form and substance acceptable to Purchaser and Parent, of Deheng Shanghai Law Office, Leung & Wan and Maples & Calder, counsels for Sellers, the Company and Subsidiaries, dated as of the Closing Date, which opine issues listed in the Outline of Issues to be Opined On by Sellers’ Counsel and Forms attached hereto as Exhibit 10.13 (the “**Opinion of Counsel**”).

10.14 Non-Competition Agreements. Parent shall have received an executed Non-Competition Agreement from each of the persons listed in Schedule 10.14 which Non-Competition Agreements shall be substantially in the form attached hereto as Exhibit 10.14 (the “**Non-Competition Agreement**”).

10.15 Bridge Loan. Parent or Purchaser shall have received an executed bridge loan agreement for the Bridge Loan, which bridge loan agreement shall be substantially in the form attached hereto as Exhibit 10.15 (the “**Bridge Loan Agreement**”). BVI-A shall have injected proceeds of the Bridge Loan to the Company in exchange for additional shares in the Company. The Company shall have lent the proceeds of Bridge Loan to the Hong Kong Entity in the form of intra-company lending. The Hong Kong Entity shall have fully paid Onshore Shareholders and Shanghai Shanneng using the proceeds of the Bridge Loan in exchange all equity interest in the PRC Entity.

10.16 Share Pledge. Parent or Purchaser shall have received an executed Share Pledge Agreement for the pledge of the Pledged Shares to secure the Bridge Loan, which Share Pledge Agreement shall be substantially in the form attached hereto as Exhibit 10.16 (the “**Share Pledge Agreement**”).

10.17 Due Diligence. The due diligence on the Group Companies shall have been completed and Purchaser shall have been reasonably satisfied with the results thereof.

10.18 Other Documents. Parent or Purchaser shall have received:

(a) instruments of transfer of the Company duly executed by the Sellers as the registered holder thereof in favor of the Purchaser with the relative certificates in respect of the Company Shares;

(b) contract notes recording the sale and purchase of the Company duly executed by the Sellers thereof in favor of the Purchaser;

(c) a cashier’s order or banker’s draft made out by Sellers to the relevant Government Authority for any documentary or stamp duty or fee payable upon the sale and purchase of the Company;

(d) such waivers, consents or other documents as Purchaser may reasonably require to give Purchaser good title to the Company Shares free from all Encumbrances and third party rights of any kind and/or to enable Purchaser to become the registered holder(s) thereof; and

(e) powers of attorney or other signing authority, if applicable, on terms reasonably satisfactory to Purchaser under which any of the documents referred to in sub-sections (a) to (d) above is executed.

10.19 Non-breach. None of the agreements and contracts contemplated hereunder, including, but not limited to, the Ancillary Agreements, has been breached by any of the Seller Representatives or Company Representatives. Seller Representatives or Company Representatives' breach of any those agreements shall be deemed constituting a breach of this Agreement.

10.20 Trust. The Trust has been duly established and transfer of the Escrowed Parent ADS for Employee Stock Incentives and Escrowed Cash for Employee Stock Incentives to the Trust has been consummated.

10.21 Closing Obligations. All of the obligations under Section 3.3 have been performed by Sellers.

11. Conditions for the Benefit of Sellers

All obligations of Sellers hereunder to take the actions required to be taken by them at the Closing are subject to the fulfillment or waiver, in whole or in part, of each of the following conditions on or before the Closing Date:

11.1 Representations and Warranties. All representations and warranties made by Purchaser and Parent herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date, with the same force and effect as though such representations and warranties had been made as of the Closing Date. In connection therewith, Parent and Purchaser shall deliver to Sellers' Representative a certificate to such effect on the Closing Date.

11.2 Fulfillment of Covenants. All of the covenants, terms and conditions of this Agreement to be complied with by Purchaser and/or Parent on or before the Closing Date shall have been complied with in all material respects. In connection therewith, Parent and Purchaser shall deliver to the Sellers' Representative a certificate to such effect on the Closing Date.

11.3 Approvals and Consents. Purchaser shall have obtained, given or made any and all of the consents and approvals (other than those to be obtained, given or made after the Closing).

11.4 Employment Agreement. Purchaser shall have executed each of the Employment Agreements and have not taken any action to terminate, cancel, amend or modify such agreement, contingent on the Closing.

11.5 Non-Competition Agreements. Parent shall have executed the Non-Competition Agreements described in Section 10.14.

11.6 Investment Agreements. Parent shall have executed and delivered to the Sellers on Schedule 4.1 the investment agreement pursuant to Section 4.1, and such investment agreement shall remain in full force and effect at the Closing Date.

11.7 Bridge Loan. The Bridge Loan has been executed, is binding and effective to BVI-A and has been secured by the Pledged Shares and the personal guarantee of Xueshi Yang and Lu Xia.

12. Indemnification

12.1 Indemnification by the Sellers and Sellers' Representative for Representations and Warranties and Covenants of the Company Representatives and Seller Representatives. Subject to the limitations set forth in this Section 12, the Sellers and Sellers' Representative shall jointly and severally indemnify and hold harmless the Purchaser, Parent and Company Representatives, against and in respect of any and all Liabilities, losses, damages, claims, costs and expenses, including without limitation reasonable attorneys' fees (collectively, the "Losses") imposed on, sustained, incurred or suffered by Purchaser or Parent, whether in respect of third-party claims against any of the Group Companies, the Company Representatives, the Purchaser or Parent, claims among the Parties, or otherwise, arising out of, resulting from, or due to (i) any breach of or inaccuracy in any representation or warranty set forth in Sections 5 and 6 for the period such representation or warranty survives or (ii) any breach, violation or non-fulfillment of any covenant or agreement of the Company Representatives or Seller Representatives contained in this Agreement; *provided, however*, that each Seller and Sellers' Representative shall be severally, and not jointly, liable for such portion of the Losses arising out of, resulting from or due to the foregoing, as exceeding the actual amount in the Escrow Account; *provided, however*, subject to the provisions of hereunder, that such amount shall not exceed US\$53,500,000, except in the case of fraud, willful misconduct, intentional misrepresentation, willful misapplication, misappropriation, theft or tortious conversion where (1) the Sellers and Sellers' Representative shall be jointly and severally liable for any amount exceeding the actual amount in the Escrow Account and (2) there is no limitation on the amount of liability to be borne by the Sellers and Sellers' Representative.

12.2 Claim for Indemnification. Sellers shall be given prompt written notice of each claim for indemnification under this Section 12, stating the basis for the claim and the amount thereof, to the extent that such amount has been determined at the time when such notice is given. The Sellers' Representative shall be given prompt notice of and shall then have the right to contest, negotiate or settle any such claim or demand through counsel of their own selection, satisfactory to Purchaser and Parent and solely at their own cost, risk, and expense. Notwithstanding the preceding sentence, the Company Representatives or Seller Representatives shall not settle, compromise, or offer to settle or compromise any such claim or demand without the prior written consent of Purchaser and Parent, which consent shall not be unreasonably withheld or delayed. By way of illustration and not limitation it is understood that Purchaser and Parent may object to a settlement or compromise which includes any provision which in its reasonable judgment may have an adverse impact on or establish an adverse precedent to Purchaser and Parent or any of its subsidiaries. If the Sellers' Representative fails to give written notice to Purchaser and Parent of their intention to contest or settle any such claim or demand within twenty (20) calendar days after Purchaser and Parent has notified the Sellers' Representative that any such claim or demand has been made in writing and received by Purchaser and Parent, or if any such notice is given but any such claim or demand is not promptly contested by the Sellers' Representative, Purchaser and Parent shall have the right to take on the defense of such third party claim and to satisfy and discharge the same by payment, compromise, or otherwise. The Company Representatives, Seller Representatives, Purchaser and Parent agree to cooperate and make available to Sellers all books and records and such officers, employees and agents as are reasonably necessary and useful in connection with Sellers' defense against any such claim.

12.3 Right of Set-Off. Purchaser shall have a right to set off any amounts owed under this Section 12 against any amounts payable out of the Reserve Amount on First Installment, Second Installment Third Installment, Escrowed Tax or Escrowed Parent ADS for Employee Stock Incentives and Escrowed Cash for Employee Stock Incentives.

13. Survival of Representations, Warranties, Covenants and Indemnification Obligations

13.1 General. Subject to Section 13.2, all representations, warranties, covenants and indemnification obligations of the Sellers contained in this Agreement, or made pursuant hereto, shall survive the Closing and any investigation at any time made by or on behalf of any other Party for a period of twenty-four (24) months after the Closing Date; *provided, however*, that the breaches of representations, warranties covenants and indemnification obligations relating to fraud and as to the representations and warranties contained in Sections 7.1 and 7.2 shall not terminate but shall continue indefinitely. If any such claim shall have been made in writing and in accordance with the provisions of Section 13 prior to such expiration, such expiration shall not affect or in any way impair the rights of a Party to indemnification in respect of the particular matter as to which the claim was made, whether or not the amount of indemnification to which a Party is entitled in respect of such matter shall have been determined prior to such expiration.

13.2 Survival of Tax Liabilities. Sellers' indemnification obligations with respect to Losses that result as a result of a breach of Section 5.7 and Section 6.23 relating to Taxes shall survive indefinitely the Closing Date and any investigation of Purchaser.

14. Term and Termination.

14.1 Term. This Agreement shall become effective from the date on of its execution by all parties hereto.

14.2 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by written agreement of Parent, Purchaser, the Company, Sellers and the Sellers' Representative; or

(b) subject to Section 15.3(b), by either Purchaser or the Sellers' Representative by giving written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to September 30, 2015 so long as the terminating Party is not in material breach of its obligations under this Agreement.

14.3 Effects of Termination. In the event of the termination of this Agreement in accordance with Section 14.2, this Agreement shall thereafter become void and have no effect, and no Party shall have any liability to the other Parties, except for the obligations of the Parties contained in this Section 14.3 and in Section 15 (and any related definitional provisions set forth in Section 1), and except that nothing in this Section 14.3 shall relieve any Party from liability for any breach of this Agreement that arose prior to such termination, for which liability the provisions of Section 12 shall remain in effect in accordance with the provisions and limitations of such section.

15. Miscellaneous

15.1 Commission. Sellers shall indemnify and hold harmless Purchaser and Parent against and with respect to any and all Losses (including without limitation reasonable attorneys' fees) arising out of or due to any claim for brokerage or other commissions relative to this Agreement or the transactions contemplated hereby claimed by any Person retained or employed by Sellers and any and all Actions, demands, assessments or judgments, costs and expenses incidental to the foregoing.

15.2 Election of Remedies. Any waiver of any condition of Closing shall constitute an election of remedies, and the Party waiving such condition shall have no claim for any breach of this Agreement to the extent of such waiver.

15.3 Expenses; Break-up Fees.

(a) Except as provided below in this Section 15.3(a), each Party shall bear its own expenses (including without limitation legal and accounting fees) incurred in connection with the preparation and execution of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby unless specifically provided otherwise in this Agreement or any Ancillary Agreement. For avoidance of doubt, all financial advisor, legal and accounting fees and expenses of the Company, Subsidiaries and Sellers shall be set forth as current liabilities on the Company Closing Balance Sheet and taken into account in the calculation of the Closing Adjustment Amount and/or Post-Closing Adjustment Amount. Fees and expenses of counsel and advisers to Parent and Purchaser incurred in connection with the preparation and execution of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby shall be paid at Closing as negative adjustments to the cash payments otherwise payable to Sellers on a pro rata basis as set forth on Schedule 2.3. If BVI-A does not have sufficient cash for these negative adjustments, the negative adjustments applicable to BVI-A shall be made against cash payments otherwise payable to BVI-B.

(b) In the event that this Agreement is terminated by the Company, Sellers or Sellers' Representative prior to the Closing, absent a material breach of the representations and warranties and covenants of Parent or Purchaser, Company shall pay to Parent or Purchaser US\$2,000,000. In addition, in the event that this Agreement is terminated by the Parent or Purchaser prior to the Closing, absent (i) a material breach of the representations and warranties and covenants of the Company or any Seller or (ii) the reasonable determination, after completion of its due diligence investigation, that there exists a material deficiency in the assets constituting the Business, Parent or Purchaser shall pay to the Company US\$2,000,000.

15.4 Further Assurances. Each Party shall from time to time execute and deliver all further documents and instruments and do all acts and things as the other Party may, either before or after the Closing Date, reasonably required in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

15.5 Entire Agreement. This Agreement (including all Schedules and Exhibits hereto) and the agreements referred to in or contemplated by this Agreement constitute the entire understanding and agreement among the Parties and supersede any and all prior or contemporaneous, oral or written, representations, communications, understandings and agreements among the Parties with respect to the subject matter hereof or thereof to the extent inconsistent with or contradictory to this Agreement or such other agreements.

15.6 Incorporation by Reference. The Schedules attached hereto or referred to herein are deemed to be a part of this Agreement and are incorporated herein by reference.

15.7 Modifications. This Agreement shall not be modified, amended, canceled or altered in any way, and may not be modified by custom, usage of trade or course of dealing, except by an instrument in writing signed by all Parties. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration so long as the same shall be in writing and executed by the Parties.

15.8 Waiver. The performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Parties, and such waiver shall be effective only with respect to the specific obligation described. The waiver by any Party of a breach of any provision of this Agreement by any other Party shall not operate or be construed as a waiver of any subsequent breach of the same provision or another provision of this Agreement.

15.9 Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned by any Party without the prior written consent of the other Parties, and any attempted assignment without the required consents shall be void.

15.10 Severability. If any provision hereof is found invalid, illegal or unenforceable pursuant to any Governmental Order, the remainder of this Agreement shall remain valid, legal and enforceable according to its terms, and such invalid, illegal or unenforceable provision shall be replaced with a provision that approximates the substance and spirit of the invalid, illegal or unenforceable provision as closely as possible without being invalid, illegal or unenforceable.

15.11 Governing Law. This Agreement and all disputes arising out of or in connection with this Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of New York, U.S., without giving effect to conflict of law principles.

15.12 Arbitration. Any dispute, controversy or difference arising among the Parties out of or in relation to this Agreement or for the breach thereof shall be resolved exclusively by arbitration in the Hong Kong Special Administrative Region of the Peoples' Republic of China. Such arbitration shall be conducted in the English language in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators, of whom one shall be appointed by Purchaser and/or Parent, another shall be appointed by Sellers, and the third shall be appointed by the first two (2) arbitrators. If the third arbitrator is not so appointed within one (1) month after the appointment of the first two (2) arbitrators, the third arbitrator shall be selected in accordance with the Rules of Arbitration of the International Chamber of Commerce. The decision of the arbitrators shall be made on the principles of majority rule. The award made by the arbitrators shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing provision, the Parties shall have the right to bring judicial proceedings to obtain preliminary injunctive relief at any time during the pendency of arbitration proceedings, provided that such preliminary injunctive relief shall be subject to final arbitral decisions. Unless the arbitrators decide otherwise, the cost of arbitration shall be shared equally by Purchaser and/or Parent, on the one hand, and Sellers, on the other hand.

15.13 Notices. All notices, demands, requests, consents or other communications hereunder shall be in writing and shall be given by personal delivery, by express courier, by registered or certified mail with return receipt requested, or by telex or facsimile, to the Parties at the addresses shown below, or to such other address as may be designated by written notice given by any Party to the other Parties. Unless conclusively proved otherwise, all notices, demands, requests, consents or other communications hereunder shall be deemed effective upon delivery if personally delivered, five (5) days after dispatch if sent by express courier, ten (10) days after dispatch if sent by registered or certified mail with return receipt requested, or confirmation of the receipt of the facsimile by the recipient if sent by telex or facsimile.

If to Purchaser or Parent, to:

Silicon Motion Technology Corporation
8F-1, No. 36, Taiyuan St., Jhubei City
Hsinchu County 30265, Taiwan
Attention: Chief Financial Officer
Fax: +886 3 560-0336

With a copy to:

K&L Gates LLP
Suite 3708, Park Place,
1601 Nanjing Road West,
Jing An District
Shanghai 200040
Attention: Xin M. Gu
Email: max.gu@klgates.com
Tel.: +86.21.2211.2000
Fax.: +86.21.3251.8918

With an additional copy to:

K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
U.S.A.
Attention: Christopher H. Cunningham
Email: chris.cunningham@klgates.com
Tel.: +206.370.7639
Fax.:+206.370.6040

if to the Company, Sellers or the Sellers' Representative, to:

Xueshi Yang
Building 19, Room 202
100 Yinxiao Rd, Pudong District
Shanghai, China 200135

With a copy to:

Deheng Shanghai Law Office
Suite 1703-1704, Taiping Finance Tower
#488, Yincheng (Mid) Road, Pudong New Area
Shanghai 200120, P. R. China
Attention: Ms. ZHANG Shuo
Email: zhangshuo@dehenglaw.com
Tel: +86 21 6089 7070
Fax: +86 21 6089 7590

15.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.15 Captions. The section headings and captions contained herein are for purposes of reference and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

15.16 Number and Gender. Whenever used in this Agreement, the singular terms shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

15.17 Confidentiality.

(a) For a period of five (5) years from the date hereof, no Party shall disclose, disseminate or cause to be disclosed the terms and conditions of this Agreement, except insofar as disclosure is reasonably necessary to carry out and effectuate the terms of this Agreement or as required by a court of competent jurisdiction or as required by the rules of the U.S. Securities and Exchange Commission or governmental agency, and insofar as any Party is required by Law to disclose.

(b) Purchaser shall treat as confidential and shall safeguard any and all information, knowledge or data included in any information relating to the business of the Seller and its affiliates other than the Business that becomes known to Purchaser as a result of the transactions contemplated by this Agreement except as otherwise agreed to by the Seller in writing, in each case by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information, knowledge and data as Purchaser used with respect to its own confidential information; provided, however, that nothing in this Section 15.17 shall prevent the disclosure of any such information, knowledge or data to any Representatives of Purchaser who reasonably need to know such information for the purposes of negotiating this Agreement and carrying out the transactions contemplated hereby.

(c) Purchaser, Parent and Sellers acknowledge that the confidentiality obligations set forth herein shall not extend to information, knowledge and data that is publicly available or becomes publicly available through no act or omission of the party owing a duty of confidentiality, or becomes available on a non-confidential basis from a source other than the party owing a duty of confidentiality so long as such source is not known by such party to be bound by a confidentiality agreement with or other obligations of secrecy to the relevant other Party or required to be disclosed by a Governmental Authority.

(d) In the event of a breach of the obligations hereunder by Purchaser, Parent or Sellers, the non-breaching Parties, in addition to all other available remedies, will be entitled to injunctive relief to enforce the provisions of this Section 15.17 in any court of competent jurisdiction.

15.18 Language. The English language shall be the language used for the interpretation of this Agreement.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have signed or caused their respective duly authorized officers to sign this Agreement, all as of the date first written above.

Silicon Motion Technology Corporation

\s\ Chiachang Kou

Chiachang Kou

Its: President

Silicon Motion Technology (Hong Kong) Ltd.

\s\ Chiachang Kou

Chiachang Kou

Its: President

F-Tec Holdings International Ltd.

\s\ Xueshi Yang

Xueshi Yang

Its: President

Sellers' Representative

\s\ Xueshi Yang

Xueshi Yang

Subsidiaries of Silicon Motion Technology Corporation

<u>Name of Entity</u>	<u>Jurisdiction of Incorporation</u>
FCI Inc.	Korea
Silicon Motion BV	The Netherlands
Silicon Motion K.K.	Japan
Silicon Motion Korea Ltd.	Korea
Silicon Motion Technology (HK) Ltd.	Hong Kong
Silicon Motion, Inc.	California
Silicon Motion, Inc.	Taiwan
Silicon Motion, Inc. (Beijing)	China
Silicon Motion, Inc. (Shanghai)	China
Silicon Motion, Inc. (Shenzhen)	China

**Certification by the Chief Executive Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Wallace C. Kou, certify that:

1. I have reviewed this annual report on Form 20-F of Silicon Motion Technology 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 company as of, and for, the periods presented in this report;

4. The company'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 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company 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 company, 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 company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of company'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 company'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 company's internal control over financial reporting.

Date: April 30, 2015

/s/ Wallace C. Kou

Name: Wallace C. Kou

Title: Chief Executive Officer

**Certification by the Chief Financial Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Riyadh Lai, certify that:

1. I have reviewed this annual report on Form 20-F of Silicon Motion Technology 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 company as of, and for, the periods presented in this report;

4. The company'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 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company 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 company, 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 company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of company'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 company'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 company's internal control over financial reporting.

Date: April 30, 2015

/s/ Riyadh Lai

Name: Riyadh Lai

Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, the undersigned each hereby certifies that, to his knowledge, the annual report on Form 20-F of Silicon Motion Technology Corporation for the year ended December 31, 2014 fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and that the information contained in the periodic report fairly presents, in all material respects, the financial condition and results of operations of Silicon Motion Technology Corporation.

The foregoing certification is being furnished pursuant to 18 U.S.C. §1350 solely for purposes of complying with the provisions of Section 906 of the Sarbanes-Oxley Act of 2002, is not intended to be used or relied upon for any other purpose and is not being filed as part of the Report or as a separate disclosure document.

Date: April 30, 2015

/s/ Wallace C. Kou

Name: Wallace C. Kou

Title: Chief Executive Officer

/s/ Riyadh Lai

Name: Riyadh Lai

Title: Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-161599, 333-142422 and 333-131219 on Forms S-8 of our reports dated April 29, 2015, relating to the consolidated financial statements of Silicon Motion Technology Corporation and subsidiaries (the “Company”) (which report expresses an unqualified opinion) and the effectiveness of the Company’s internal control over financial reporting, appearing in the Annual Report on Form 20-F of the Company for the year ended December 31, 2014.

/s/ Deloitte & Touche
Taipei, Taiwan
The Republic of China

April 29, 2015