

MEMORANDUM OF UNDERSTANDING

between

QSM SEMICONDUCTORES QUERETARO, Mexico

and

INSTITUTO NACIONAL DE ASTROFÍSICA, ÓPTICA Y ELECTRÓNICA (INAOE), Mexico

This Memorandum of Understanding (MoU) is made and executed by and between:

QSM SEMICONDUCTORES QUERETARO, located in Queretaro, Queretaro, Mexico represented by its Director of Operations, Dr. Jesús Israel Mejía Silva, duly authorized, hereinafter referred to as **“QSM”**.

and

INSTITUTO NACIONAL DE ASTROFÍSICA, ÓPTICA Y ELECTRÓNICA (INAOE), a public research center of the Secretariat of Science, Humanities, Technology, and Innovation (SECIHTI), with its main office located at Santa Maria Tonantzintla, Puebla, Mexico represented by its General Director, Dr. Julián David Sánchez de la Llave, duly authorized, hereinafter referred to as **“INAOE”**,

Hereinafter individually referred to as a **“Party”** and collectively referred to as the **“Parties”**.

1. Purpose

This MoU serves as a written understanding of agreed upon principles between QSM and INAOE.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two Parties. Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this MoU.

To the extent that the implementation of any agreed upon activities requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two Parties before work on any of the projects can commence.

2. Objectives, Scope and Major Activities

Both parties agree to explore the development of the following types of activities; all related to the SECIHTI project MADTEC-2025-M-241 “Integration of solid-state nanobatteries in silicon to promote energy autonomy in advanced integrated circuits”, led by Dr. Joel Molina Reyes (INAOE):

- 1) QSM acknowledges **on-site demonstrations of battery technology** by INAOE, related to the SECIHTI project MADTEC-2025-M-241, led by Dr. Joel Molina Reyes, and realized in-person on February 23rd, 2026.
- 2) QSM express its **interest as a potential user of this battery technology**, developed by INAOE, once all specifications and final prototype versions are set and concluded.

- 3) QSM express its interest in using this battery technology for **testing integrated sensors, solar cells, biomedical devices and/or IoT devices**, all being ultra-low power circuits.
- 4) Exchange of academic information and materials by in-person or virtual meetings.
- 5) Exploration of possibilities for developing joint research programs and collaborations.

3. Responsibilities of the Parties

The two Parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange and collaborative program based on this MoU shall be separately negotiated and determined between the two institutions. It is further expected that both Parties will be compliant with all applicable laws, regulations and relevant policies in their corresponding states.

4. Duration and Option to Amend, Extend or Terminate

This MoU will become effective when signed by both Parties. The MoU will remain in effect for five (5) years from the latest date the MoU was signed as indicated below, and may be renewed or amended by mutual agreement of the Parties. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MoU. Either Party may terminate this MoU by providing written notice of such termination to the other Party at least six (6) months prior to the date of termination. In the case of such termination, any activities currently underway shall be allowed to continue until their conclusion.

5. General Terms

This MoU is not intended to create, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees or agents.

Nothing in this MoU obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two Parties.

Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the written approval of the other Party to this MoU.

This MoU may be written in both Spanish and English texts. In the event that there are interpretation discrepancies between the two texts, the English version shall prevail.

6. Signatures

This MoU shall enter into force on the latest date of signing by qualified representatives of both institutions.

QSM Semiconductores Querétaro

INAOE



Dr. Jesús Israel Mejía Silva
Director of Operations
Date: 3-Marzo-2026

Dr. Julián David Sánchez de la Llave
General Director
Date: March 3rd, 2026