

ICHOR HOLDINGS, LTD.

FORM S-1/A (Securities Registration Statement)

Filed 12/08/16

Address	3185 LAURELVIEW CT. FREMONT, CA, 94538
Telephone	510-897-5200
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Industry	Semiconductors
Sector	Technology
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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 3 to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ICHOR HOLDINGS, LTD.

(Exact name of registrant as specified in its charter)

Cayman Islands
 (State or other jurisdiction
 of incorporation or organization)

3674
 (Primary Standard Industrial
 Classification Code Number)

Not Applicable
 (I.R.S. Employer
 Identification No.)

3185 Laurelview Ct.
Fremont, California 94538
(510) 897-5200

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Thomas M. Rohrs
Chairman and Chief Executive Officer
Ichor Systems, Inc.
3185 Laurelview Ct.
Fremont, California 94538
(510) 897-5200

(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Robert M. Hayward, P.C.
Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
(312) 862-2000

Tad J. Freese
Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94025
(650) 328-4600

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Amount to be registered(1)	Estimated maximum offering price per share(2)	Estimated maximum aggregate offering price(2)	Amount of registration fees(3)
Ordinary shares, par value \$0.0001 per share	6,612,500	\$14.00	\$92,575,000	\$10,730

(1) Includes 862,500 ordinary shares that may be issuable upon exercise of an option to purchase additional shares granted to the underwriters.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(a) promulgated under the Securities Act of 1933, as amended.

(3) This was previously paid in connection with the filing of this Registration Statement.

The registrant hereby amends this Registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 3 to the Registration Statement on Form S-1 (File No. 333-214588) of Ichor Holdings, Ltd. is being filed solely for the purpose of filing certain exhibits as indicated in Part II of this Amendment No. 3. This Amendment No. 3 does not modify any provision of the prospectus that forms a part of the Registration Statement. Accordingly, a preliminary prospectus has been omitted.

Item 16. Exhibits and Financial Statement Schedules

The list of exhibits is set forth under “Exhibit Index” at the end of this registration statement and is incorporated herein by reference.

Certain of the agreements included as exhibits to this prospectus contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

The registrant acknowledges that, notwithstanding the inclusion of the foregoing cautionary statements, it is responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 3 to Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fremont, State of California, on December 8, 2016.

ICHOR HOLDINGS, LTD.

By: /s/ Thomas M. Rohrs

Name: Thomas M. Rohrs
Title: Executive Chairman and Chief Executive Officer

* * * *

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 3 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>/s/ Thomas M. Rohrs</u> Thomas M. Rohrs	Executive Chairman, Director and Chief Executive Officer (Principal Executive Officer)	December 8, 2016
* <u>Maurice Carson</u>	Director, President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	December 8, 2016
* <u>John Chenault</u>	Director	December 8, 2016
* <u>Dipanjan Deb</u>	Director	December 8, 2016
* <u>Andrew Kowal</u>	Director	December 8, 2016
* <u>Iain MacKenzie</u>	Director	December 8, 2016
<u>/s/ Thomas M. Rohrs</u> Thomas M. Rohrs	Authorized Representative in the United States	December 8, 2016

* The undersigned by signing his name hereto, signs and executes this Amendment No. 3 to Registration Statement pursuant to the Powers of Attorney executed by the above named signatories and previously filed with the Securities and Exchange Commission on November 14, 2016.

By: /s/ Thomas M. Rohrs
Attorney-in-Fact

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
1.1**	Form of Underwriting Agreement.
3.1**	Amended and Restated Articles of Association Memorandum and Articles of Association dated as of March 16, 2012.
3.2**	Form of Amended and Restated Memorandum and Articles of Association of Ichor Holdings, Ltd. to be effective prior to the completion of this offering.
4.1**	Specimen Stock Certificate.
5.1	Maples and Calder opinion.
10.1**	Credit Agreement, dated as of August 11, 2015, by and among Ichor Holdings, LLC, Precision Flow Technologies, Inc. and Ichor Systems, Inc., as borrowers, Icicle Acquisition Holding B.V. and certain of its other subsidiaries as guarantors, Bank of America, N.A. as administrative agent, L/C issuer, and swingline lender, and the lenders from time to time party thereto, or the Credit Agreement.
10.2**	First Amendment to Credit Agreement, dated as of April 12, 2016, by and among Ichor Holdings, LLC, Ichor Systems, Inc. and Precision Flow Technologies, Inc., as borrowers, Bank of America, N.A., as administrative agent, and the financial institutions party thereto, as lenders.
10.3**	Investor Rights Agreement, dated as of March 16, 2012, by and among Ichor Holdings, Ltd. and certain of its shareholders.
10.4**	Members Agreement, dated as of March 16, 2012, by and among Ichor Holdings, Ltd. and certain of its shareholders.
10.5**	Management Services Agreement, dated as of December 30, 2011, between Icicle Acquisition Holding, LLC and Francisco Partners Management, LLC.
10.6**	Amended and Restated Master Consulting Services Agreement, effective as of January 1, 2015, by and between Ichor Systems, Inc. and Francisco Partners Consulting, LLC.
10.7**	Employment Agreement, dated as of September 19, 2014, by and among Ichor Systems, Inc., Thomas Rohrs and, with respect to Sections 1.2 and 3.4 therein only, Ichor Holdings, Ltd.
10.8**	Employment Agreement, dated as of September 19, 2014, by and among Ichor Systems, Inc., Maurice Carson and, with respect to Sections 1.2 and 3.3 therein only, Ichor Systems, Ltd.
10.9**	Ichor Holdings, Ltd. 2012 Equity Incentive Plan.
10.10**	Form of Ichor Holdings, Ltd. 2012 Equity Incentive Plan Grant Agreement.
10.11**	Ichor Holdings, Ltd. 2016 Omnibus Incentive Plan.
10.12**	Form of Incentive Stock Option Agreement.
10.13**	Form of Restricted Stock Agreement.
10.14**	Form of Nonqualified Stock Option Agreement.
10.15**	Form of Director and Officer Indemnification Agreement.
10.16**	Offer Letter, dated as of January 8, 2013, by and between Ichor Systems, Inc. and Philip Barros.
10.17**	Offer Letter, dated as of September 30, 2015, by and between Ichor Systems, Inc. and Philip Barros.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.18	Master Consulting Services Agreement, effective as of January 1, 2016, by and between Ichor Systems, Inc. and Francisco Partners Consulting, LLC.
21.1**	List of subsidiaries.
23.1**	Consent of KPMG LLP.
23.2	Consent of Maples and Calder (included in Exhibit 5.1).
24.1**	Power of Attorney (previously included on the signature page of this Form S-1 filed on November 14, 2016, registration no. 333-214588).

** Previously filed.

Ichor Holdings, Ltd.
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

7 December 2016

Dear Sirs

Ichor Holdings, Ltd. (the “**Company**”)

We have acted as Cayman Islands counsel to the Company to provide this legal opinion in connection with the Company’s registration statement on Form S-1, including all amendments or supplements thereto, filed with the United States Securities and Exchange Commission (the “**Commission**”) under the United States Securities Act of 1933 (the “**Act**”), as amended, (File No. 333-214588) (the “**Registration Statement**”) in respect of the proposed initial offering (the “**IPO**”) of the Company’s 6,612,500 ordinary shares, par value US\$0.0001 per share, in the capital of the Company (the “**Shares**”), including up to 862,500 ordinary shares issuable upon exercise of an over-allotment option granted to the underwriters by the selling shareholders identified in the Registration Statement (“**Selling Shareholder Shares**”). Such public offering is being underwritten pursuant to an underwriting agreement (the “**Underwriting Agreement**”) among the Company and the underwriters named therein. This opinion is given in accordance with the terms of the Legal Matters section of the Registration Statement.

1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents and such other documents or instruments as we deem necessary:

- 1.1 The Certificate of Incorporation dated 30 January 2012 and the Amended and Restated Memorandum and Articles of Association of the Company as adopted on 16 March 2012 (the “**Current Memorandum and Articles**”) and the Amended and Restated Memorandum and Articles of Association of the Company adopted by Special Resolution passed on 7 December 2016 and effective immediately prior to the closing of the IPO (the “**Post-IPO Memorandum and Articles**”).

Maples and Calder
PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands
Tel +1 345 949 8066 Fax +1 345 949 8080 maplesandcalder.com

- 1.2 The written resolutions of the board of directors of the Company dated 7 December 2016 (the “ **Resolutions** ”) and the corporate records of the Company maintained at its registered office in the Cayman Islands.
- 1.3 The shareholder resolutions of the Company dated 7 2016 (the “ **Shareholder Resolutions** ”), including a resolution to re-designate the authorised (and issued) share capital of the Company in the manner therein described (the “ **Re-Designation Resolution** ”).
- 1.4 A Certificate of Good Standing issued by the Registrar of Companies in the Cayman Islands (the “ **Certificate of Good Standing** ”).
- 1.5 A certificate from a director of the Company a copy of which is attached hereto (the “ **Director’s Certificate** ”).
- 1.6 A draft of the Underwriting Agreement in the form filed as Exhibit 1.1 to the Registration Statement.
- 1.7 The Registration Statement.
- 1.8 The register of members of the Company (the “ **Register of Members** ”).

2 Assumptions

The following opinion is given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion. This opinion only relates to the laws of the Cayman Islands which are in force on the date of this opinion. In giving this opinion we have relied (without further verification) upon the completeness and accuracy of the factual confirmations contained in the Director’s Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

- 2.1 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.
- 2.2 All signatures, initials and seals are genuine.
- 2.3 There is no contractual or other prohibition (other than as arising under Cayman Islands law) binding on the Company prohibiting it from entering into and performing its obligations under the Underwriting Agreement or and the Registration Statement.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

- 3.1 The Company has been duly incorporated as an exempted company with limited liability and is validly existing and in good standing under the laws of the Cayman Islands.
- 3.2 The issue of the Shares to be issued by the Company as contemplated by the Registration Statement has been authorised, and when issued and paid for in the manner described in the Underwriting Agreement and the Registration Statement and in accordance with the resolutions adopted by the board of directors of the Company, such Shares will be legally issued, fully paid and non-assessable. Based solely on our inspection of the Register of Members, the Selling Shareholder Shares have been legally issued, and are fully paid and non-assessable.

As a matter of Cayman Islands law, a share is only issued when it has been entered in the register of members (shareholders) of the Company.

- 3.3 The authorised share capital of the Company is US\$40,000 divided into 250,000,000 common shares of US\$0.0001 par value each and 150,000,000 series A preferred shares of US\$0.0001 par value each.
- 3.4 Upon the Post-IPO Memorandum and Articles and the Re-Designation Resolution becoming effective, the authorised share capital of the Company will be US\$22,000 divided into 200,000 Ordinary Shares of a nominal or par value of US\$0.0001 each and 20,000 Preferred Shares of a nominal or par value of US\$0.0001 each.

Under Cayman Islands law, the register of members (shareholders) is prima facie evidence of title to shares and this register would not record a third party interest in such shares. However, there are certain limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. As far as we are aware, such applications are rarely made in the Cayman Islands, but if this were to occur in respect of the Company's Shares, then the validity of such shares may be subject to re-examination by a Cayman Islands court.

Except as specifically stated herein, we make no comment with respect to any representations and warranties which may be made by or with respect to the Company in any of the documents or instruments cited in this opinion or otherwise with respect to the commercial terms of the transactions the subject of this opinion.

In this opinion, the phrase "non-assessable" means, with respect to the Shares in the Company, that a shareholder shall not, solely by virtue of its status as a shareholder, be liable for additional assessments or calls on the Shares by the Company or its creditors (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstance in which a court may be prepared to pierce or lift the corporate veil).

To maintain the Company in good standing under the laws of the Cayman Islands, annual filing fees must be paid and returns made to the Registrar of Companies within the time frame prescribed by law.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

This opinion is limited to the matters detailed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

/s/ Maples and Calder

Maples and Calder

Ichor Holdings, Ltd.
PO Box 309, Uglan House
Grand Cayman
KY1-1104
Cayman Islands

7 December 2016

To: Maples and Calder
PO Box 309, Uglan House
Grand Cayman
KY1-1104
Cayman Islands

Dear Sirs

Ichor Holdings, Ltd. (the “**Company**”)

I, being a director of the Company, am aware that you are being asked to provide a legal opinion (the “**Opinion**”) in relation to certain aspects of Cayman Islands law. Capitalised terms used in this certificate have the meaning given to them in the Opinion. I hereby certify, as matters of fact, that:

- 1 The Current Memorandum and Articles remain in full force and effect and are unamended.
- 2 The Resolutions were duly passed in the manner prescribed in the Current Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect.
- 3 The authorised share capital of the Company as set out in the Current Memorandum and Articles has not been amended.
- 4 The shareholders of the Company have not restricted or limited the power of the directors in any way.
- 5 The resolutions contained in the Resolutions and the Shareholder Resolutions were duly adopted, are in full force and effect at the date hereof and have not been amended, varied or revoked in any respect.
- 6 The directors of the Company at the date of the Resolutions and at the date hereof were and are as follows: Maurice Carson, Dipanjan Deb, Andrew Kowal, Thomas Rohrs, John Chenault and Iain Mackenzie.
- 7 The minute book and corporate records of the Company as maintained at its registered office in the Cayman Islands and made available to us are complete and accurate in all material respects, and all minutes and resolutions filed therein represent a complete and accurate record of all meetings of the shareholders and directors (or any committee thereof) (duly convened in accordance with the then effective Articles of Association) and all resolutions passed at the meetings, or passed by written consent as the case may be.
- 8 No invitation has been or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for any of the Shares.
- 9 The Company will receive money or money’s worth in consideration for the issue of the Shares, and none of the Shares were or will be issued for less than par value.

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signature: /s/ Maurice Carson
Name: Maurice Carson
Title: Director

MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (this “Agreement”), dated May 3, 2016 and effective as of January 1, 2016 (the “Effective Date”), by and between Ichor Systems (the “Company”) and Francisco Partners Consulting, LLC, a Delaware limited liability company (“FPC”). This Agreement supersedes all prior agreements between the Company and FPC.

RECITALS

WHEREAS, the Company wishes to engage FPC for various consulting services based on the terms set forth herein; and

WHEREAS, FPC is in the business of providing, and wishes to provide, such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

1. Services .

1.1 **Services .** FPC shall perform, or cause to be performed, the following operational consulting services (the “Services”) for the Company or its Affiliates, which may include the following, without limitation.

1.1.1 Executive operational consulting

- Executive coaching
- Organization structure optimization
- Financial performance assessment
- Executive scorecards
- Business line margin and performance review
- Executive training, networking and conferences

1.1.2 Human capital management consulting

- Leadership assessment
- Executive search liaison
- Domestic and international organization restructuring support
- HR best practices
- Employee testing and ranking
- Insurance and benefits review
- Employee satisfaction testing

1.1.3 Procurement and supply chain optimization

- Vendor and supplier review
- Procurement best practices
- Group-based volume procurement

1.1.4 Sales and marketing consulting

- Branding support
- Price optimization
- Lead generation
- Coverage assessment/channel review
- Recruiting and on-boarding
- Solution sales training
- Demo process improvement
- Deal desk process implementation

1.1.5 Research and development consulting

- Product management
- Architecture and code assessment
- Produce usability enhancement
- Development procedure review

1.1.6 Professional services consulting

- On-time delivery procedures
- Utilization, rate and wage analytics
- Escalation and rate analytics
- Customer satisfaction surveys
- Contract length review

“ Affiliate ” of an entity means any other entity (whether domestic or foreign) which, directly or indirectly, controls, is controlled by or is under common control with such entity, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.

1.2 **Changes in Scope or Additional Services** . Company may request that FPC perform additional services for Company. Within a reasonable period (not to exceed fifteen (15) business days) after receiving such a request from Company, FPC shall prepare and submit a written proposal that: (i) defines and describes how FPC would fulfill or satisfy such request, and describes any additional services to be provided by FPC in reasonable detail; (ii) sets forth pricing and specifications anticipated by FPC in connection with fulfilling such request; and (iii) sets forth any other information FPC considers appropriate for inclusion. No additional services shall be binding upon Company or FPC unless executed and delivered by an authorized signatory of such party. A “ business day ” means any week day other than a day designated as a holiday.

1.3 **Personnel** . FPC shall staff its project team with qualified professionals. FPC shall maintain staffing levels as necessary to properly perform FPC’s obligations under this Agreement. FPC may utilize subcontractors in the performance of the Services; however, if Company determines that the performance or conduct of any subcontractor is unsatisfactory, Company may notify FPC of its determination in writing, indicating the reasons therefor, in which event FPC shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor and, if so requested by the Company, to replace such subcontractor.

1.4 **Project Management** . The Company and FPC shall consult with each other with regard to project management and decision making related to the Services.

2. Price and Payments

2.1 **Total Fee** . The total consideration payable to FPC in consideration of the Services to be performed under this Agreement is \$500,000 (the “ Service Fee ”). Company shall reimburse FPC for reasonable out of pocket expenses incurred by FPC in providing Services including, without limitation, costs of travel.

2.2 **Invoicing and Payment** . FPC shall invoice the Company on May 15, 2016 for 50% of the Service Fee and August 15, 2016 for 50% of the Service Fee. FPC shall invoice the Company quarterly in arrears for expense reimbursements permitted hereunder. Each expense reimbursement invoice rendered by FPC shall include a reasonably detailed summary of the expenses reflected therein. The Company shall promptly pay each invoice issued by FPC hereunder within fifteen (15) calendar days after its receipt.

2.3 **Discretionary Refund** . Prior to the end of the Term, FPC may, in its sole discretion, refund a portion of fees received hereunder to the Company. Such refund is intended to ensure FPC’s aggregate revenue meets the costs associated with providing services.

2.4 **Taxes** . The Company shall pay any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, excluding taxes based upon or measured by the net income of FPC.

3. **Work Product and Proprietary Materials** . All work product and general knowledge owned by FPC or created or acquired thereafter (collectively, “ FPC Work Product ”), shall continue to be owned exclusively by FPC and Company shall not have any rights thereto except as provided herein. To the extent any FPC Work Product is used or embodied in the performance of the Services or otherwise delivered to Company hereunder, FPC grants Company and its Affiliates a worldwide, perpetual, non- transferable, royalty-free license to use such FPC Work Product for Company’s internal purposes during the Term of this Agreement.

4. Confidential Information .

4.1 **Protection of Confidential Information** . During the Term and except as permitted herein, neither party shall disclose to any non-Affiliated third party, and each party shall keep strictly confidential, all Confidential Information of the other party. Each party receiving any such Confidential Information of the other (a “ Receiving Party ”) may, however, disclose any portion of the Confidential Information of the other party (the “ Disclosing Party ”) to such officers, directors, partners, principals, employees, affiliates (but only to the extent such affiliates receive confidential information), advisors (including legal advisors, consultants, accountants and financial advisors), and authorized independent contractors or agents (collectively, “ Representatives .”) of the Receiving Party as are engaged to assist in providing the Services contemplated by this Agreement and have a need to know such portion, provided that Representatives: (i) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted by hereby, and (ii) are subject to a fiduciary, contractual or other duty to maintain the confidentiality thereof. The Receiving Party shall be responsible for any improper use or disclosure of any of the Disclosing Party’s Confidential Information by any of the Receiving Party’s Representatives.

4.2 **Definition** . “Confidential Information” means information, whether provided or retained in writing, verbally, by electronic or other data transmission or in any other form or media whatsoever or obtained through on-site visits at Company or FPC facilities that is confidential, proprietary or otherwise not generally available to the public including, without limitation, trade secrets, marketing and sales information, product information, technical information and technology, Company and FPC information, information about trade techniques and other processes and procedures, financial information and business information, plans and prospects.

4.3 **Exceptions** . The obligations of this Article 4 shall not apply to: (i) any Confidential Information for a period longer than it is legally permissible to restrict disclosure of that item of Confidential Information; or (ii) any Confidential Information that the Receiving Party can demonstrate was:

4.3.1 at the time of disclosure to such Receiving Party, in the public domain, or after disclosure to such party, published or otherwise entered the public domain through no breach of this Agreement by the Receiving Party or its Representatives;

4.3.2 in the possession of the Receiving Party at the time of disclosure to it, if such Receiving Party was not then under a contractual, legal or fiduciary obligation of confidentiality with respect thereto;

4.3.3 received after disclosure to the Receiving Party from a third party who, to the knowledge of the Receiving Party, had a lawful right (without any contractual, legal or fiduciary non-disclosure restrictions) to disclose such Confidential Information to the Receiving Party; or

4.3.4 independently developed by or for the Receiving Party, without reference to Confidential Information of the Disclosing Party.

4.4 **Required Disclosure** . Either party may disclose Confidential Information of the other to the extent required by law or by order of a court or governmental agency; provided, however, that, except to the extent prohibited by law or pursuant to an ordinary course examination by a regulator, bank examiner or self-regulatory organization, not specifically directed at the Disclosing Party or the Confidential Information, the Receiving Party shall give the Disclosing Party (as the owner of such Confidential Information) prompt notice, and shall use its reasonable efforts to cooperate with the Disclosing Party (at its cost), if the Disclosing Party wishes to obtain a protective order or otherwise protect its rights and interests in and to such Confidential Information and the confidentiality thereof.

4.5 **Notification** . In the event of any improper disclosure or loss of Confidential Information, the Receiving Party shall immediately notify the Disclosing Party.

4.6 **Injunctive Relief** . Each party acknowledges that any breach of any provision of this Article 4 by either party, or its Representatives, may cause immediate and irreparable injury to the non-breaching party, and in the event of such breach, the injured party shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity.

4.7 **Return of Confidential Information** . Unless a Receiving Party is expressly authorized by this Agreement to retain the Disclosing Party's Confidential Information, the Receiving Party shall promptly return or use commercially reasonable efforts to destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information, and any notes, reports or other information incorporating or derived from such Confidential Information, and all copies thereof, as reasonably as practicable after the Disclosing Party's written request, and shall confirm such return or destruction to the Disclosing Party; provided, the Receiving Party and its Representatives may retain Confidential Information in accordance with (i) applicable law, rule and regulation and (ii) the Receiving Party and its Representatives' respective bona fide document retention and disaster recovery policies and procedures.

5. Warranties and Remedies

5.1 **Warranties** . FPC represents and warrants to Company that FPC has the right and authority to enter into and perform this Agreement, including, without limitation, to grant the rights and licenses provided for in this Agreement and provide the Services. The Services will be performed in a timely, competent and professional manner, and in accordance with all of the requirements of this Agreement.

5.2 **Disclaimer of Warranties** . **THE FOREGOING CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. FPC AND COMPANY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE .**

5.3 **Limitation of Liability** . Neither FPC nor its Representatives shall be liable to the Company or any of its Affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of Services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from gross negligence or willful misconduct on the part of FPC or its Representatives acting within the scope of such person's employment or authority. Except as FPC may otherwise agree in writing after the date hereof (i) FPC and its Representatives shall have the right to, and shall have no duty (contractual or otherwise) not to, directly or indirectly do business with any client or customer of any of the Company or any of its Affiliates, (ii) neither FPC nor its Representatives shall be liable to the Company or any of its Affiliates for breach of any duty (contractual or otherwise) by reason of any such activities of or of such person's participation therein, and (iii) in the event that FPC or its Representatives acquire knowledge of a potential transaction or matter that may be a corporate opportunity for the Company or any of its Affiliates, on the one hand, and FPC or its Representatives, on the other hand, or any other person, FPC and its Representatives shall have no duty (contractual or otherwise) to communicate or present such corporate opportunity to the Company or any of its Affiliates and, notwithstanding any provision of this Agreement to the contrary, shall not be liable to the Company or any of its Affiliates for breach of any duty (contractual or otherwise) by reasons of the fact that the FPC or its Representatives directly or

indirectly pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Company or any of its Affiliates. In no event will any of the parties hereto be liable to any other party hereto for any indirect, special, incidental or consequential damages, including lost profits or savings, whether or not such damages are foreseeable, or in respect of any liabilities relating to any third party claims (whether based in contract, tort or otherwise) other than the Claims (as defined in Section 7) relating to the Services to be provided hereunder.

6. Dispute Resolution

6.1 Dispute Resolution Procedure . Any dispute between the parties as to either the interpretation of any provision of this Agreement or the performance by FPC or Company hereunder shall be resolved as specified in this Section 6.1.

- a. Upon the written request of either party, each of the parties shall appoint a designated representative who, in the case of Company, shall be a Vice President (or more senior corporate officer), to meet for the purpose of endeavoring to resolve such dispute.
- b. Such representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute promptly and without the necessity of any formal proceeding relating thereto.
- c. If any dispute arises between the parties, and the disputed matter has not been resolved by the designated representatives within fifteen (15) business days after such dispute has come to their attention, or such longer period as agreed to in writing by the parties, each party shall, subject to Section 9.8, have the right to commence any legal proceeding as permitted by law.

6.2 Agreements in Writing . No agreement achieved under this dispute resolution process shall be binding on either party unless set forth in a writing executed by the parties hereto.

6.3 No Termination or Suspension of Services . Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the parties, in no event shall FPC interrupt or delay the provision of Services to the Company, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or the Company's ability to conduct its business, unless: (i) authority to do so is granted by the Company in writing or conferred by a court of competent jurisdiction; or (ii) this Agreement has been terminated pursuant to Article 8 (and then FPC may take any such action only if and to the extent permitted thereby).

6.4 Injunctive relief . Neither party shall be obligated to follow the procedures set forth in Section 6.1 in order to seek injunctive relief for violations of Article 3 or Article 4.

7. **Indemnification** . The Company shall defend, indemnify and hold harmless FPC and its Representatives (collectively, the “Indemnitees”) from and against any and all loss, liability, damage or expenses arising from any claim by any person with respect to, or in any way related to, the performance of Services contemplated by this Agreement (including attorneys’ fees) (collectively, “Claims”) resulting from any act or omission of any of the Indemnitees, other than for Claims which have been proven to be the direct result of gross negligence or willful misconduct by an Indemnitee. The Company shall defend at its own cost and expense any and all suits or actions (just or unjust) which may be brought against the Company or any of its Affiliates or any of the Indemnitees or in which any of the Indemnitees may be impleaded with others upon any Claims, or upon any matter, directly or indirectly, related to or arising out of this Agreement or the performance hereof by any of the Indemnitees, except that if such damage shall be proven to be the direct result of gross negligence or willful misconduct by an Indemnitee, then FPC shall reimburse the Company for the costs of defense and other costs incurred by the Company.

8. **Term and Termination**

8.1 **Term** . The term (“Term”) of this Agreement shall commence on the Effective Date and continue until December 31, 2016.

8.2 **Termination** .

8.2.1 **Automatic** . This Agreement shall be automatically terminated upon the sale of the Company to one or more independent third parties, pursuant to which such party or parties acquire (i) share capital of the Company possessing the voting power to elect a majority in voting power of the Company’s Board of Directors (whether by merger, consolidation or issuance, sale or transfer of the Company’s share capital) or (ii) all or substantially all of the Company’s assets determined on a consolidated basis.

8.2.2 **By the Company** . The Company may terminate this Agreement by written notice to FPC if FPC becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors.

8.2.3 **By FPC** . FPC may terminate this Agreement if Company has failed to make a payment due under Article 2, following notice and fifteen (15) additional calendar days following such notice; provided that such payment is not subject to a good faith dispute.

8.3 **Effects of Termination** .

8.3.1 **Remedies** . Termination shall not constitute a party’s exclusive remedy for any default, and neither party shall be deemed to have waived any of its rights accruing hereunder prior to such default. If either party terminates this Agreement as a result of a claimed default by the other party, and such other party does not agree that a default was committed, then such other party shall have the right to avail itself of all defenses and remedies available to it at law, in equity, by statute, or otherwise. In the event of termination pursuant to Sections 8.2.1 or 8.2.3, FPC shall have the right to invoice the Company for any out of pocket expenses not yet reimbursed, plus a portion of the Service Fee which corresponds to Services provided to the Company through the date of termination.

8.3.2 **Transition** . In the event of any expiration or termination, FPC shall cooperate reasonably in the orderly wind-down of the Services and/or transition to another provider, such cooperation to include reasonable continuity of personnel during the transition with those providing Services hereunder.

8.3.3 **Survival** . The obligations and rights of the parties pursuant Articles 3, 4, 5, 6, 7 and 9 and Sections 8.3.2 and 8.3.3 hereof shall survive any expiration or termination of this Agreement.

9. Miscellaneous

9.1 **Amendments** . Except as otherwise expressly provided herein, this Agreement may not be modified, amended or altered in any way except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement.

9.2 **Assignment** . Other than as permitted herein, FPC shall not assign this Agreement or delegate any of its duties, in whole or in part, without the prior written consent of Company (which consent shall not be unreasonably withheld). In no event shall the Company's consent be construed as discharging or releasing FPC in any way from the performance of its obligations under this Agreement. Company may assign this Agreement or delegate its duties to an Affiliate, in whole or in part, without any consent of FPC. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

9.3 **Counterparts** . This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement.

9.4 **Entire Agreement; Order of Precedence** . This Agreement constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof, including but not limited to any non-disclosure agreements previously entered into by and between the parties.

9.5 **Expenses** . Each party shall be responsible for, and shall pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.

9.6 **Force Majeure** . Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and similar causes beyond such party's control. Each party shall notify the other in writing promptly of any failure or delay in, and the effect on, its performance.

9.7 **Further Assurances** . Company and FPC each agree to execute and deliver any appropriate instruments or documents to confirm the assignments and rights and licenses provided for herein and to enable the other to perfect the same by filing, registration or otherwise in any state, territory, or country, as may be reasonably requested and prepared by such other from time to time.

9.8 **Governing Law; Currency; Language** . This Agreement shall be governed by and interpreted in accordance with the internal substantive laws of the State of Delaware. The parties agree that all actions and proceedings arising out of or related to this Agreement shall be brought only in a state or federal court located in Delaware, and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves. **EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.** All amounts stated herein and all fees determined hereunder are in United States Dollars, unless otherwise required by applicable law or agreed to by the parties. This Agreement and all proceedings hereunder shall be conducted in the English language: any translation of this Agreement into another language shall be for convenience only but shall not modify the meaning hereof in English.

9.9 **Contract Interpretation** .

9.9.1 **Captions; Section Numbers** . Section numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement shall be deemed to include reference to any and all subsections thereof.

9.9.2 **Neither Party Deemed Drafter** . Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

9.10 **Independent Contractor** . FPC is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party is solely responsible for payment of all compensation owed to its employees and agents, as well as employment related taxes. Subject only to the terms of this Agreement, FPC shall have complete control of its agents and employees engaged in the Services. FPC shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of Company.

9.11 **Notice** . Any notice or other document or communication required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing and delivered by any of the following methods: (i) certified U.S. mail, return receipt requested,

postage prepaid, to the address of the receiving party as set forth below or such other address as such party may dictate according to the notice provisions hereof (for notice being transmitted entirely within the United States); (ii) overnight courier service by Federal Express or other international courier of similar standing and reputation to the address of the receiving party as set forth below or such other address as such party may dictate according to the notice provisions hereof; (iii) hand delivery to the person specified below or any other person so designated according to the notice provisions hereof; or (iv) electronic mail or facsimile directed to the person specified below at the facsimile number listed below, or such other person, electronic mail address or facsimile number so designated according to the notice provisions hereof. Notices shall be deemed delivered when received by the party being notified.

If to FPC, all notices shall be addressed and delivered to:

Mike Kohlsdorf
Francisco Partners Consulting, LLC
One Letterman Drive
Building C, Suite 410
San Francisco, CA 94129
Kohlsdorf@franciscopartners.com
Phone: (415)418-2900
Fax: (415)418-2999

If to the Company, all notices shall be addressed and delivered to:

Ichor Systems, Inc.
Attn: Maurice Carson
3185 Laurelview Court
Fremont, CA 94538

9.12 **Severability** . If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with a provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

9.13 **Third Party Rights Excluded** . This Agreement is an agreement between the parties hereto, and confers no rights upon any of their respective Representatives or upon any other person or entity.

9.14 **Waivers** . No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver in any event shall be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

IN WITNESS WHEREOF, the parties have caused this Master Consulting Services Agreement to be executed and delivered by their respective, duly authorized representatives.

Francisco Partners Consulting, LLC

Ichor Systems

By: /s/ Mike Kohlsdorf
Its: Operating Partner

By: /s/ Maurice Carson
Its: President and CFO