

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

FORM 10-Q

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

For the quarterly period ended September 30, 2021

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

For the transition period from _____ to _____

Commission file number: 000-55832



Transphorm, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

75 Castilian Drive

Goleta, California

(Address of principal executive offices)

82-1858829

(I.R.S. Employer
Identification No.)

93117

(Zip Code)

(805) 456-1300

(Registrant's telephone number, including area code)

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
N/A	N/A	N/A

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 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 every Interactive Data File required to be submitted 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 such files). Yes No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of November 5, 2021, 49,393,770 shares of the registrant's common stock were outstanding.

Transphorm, Inc.
FORM 10-Q
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Glossary of Terms and Abbreviations

The following is a glossary of technical terms used in this Quarterly Report on Form 10-Q (this "Report"):

AC – alternating current

AEC-Q101 – Automotive Electronic Council's electronic components stress qualification standard

AFSW – Aizu Fujitsu Semiconductor Wafer Solution Limited, our joint venture wafer fabrication facility located in Aizu Wakamatsu, Japan

BJT – bipolar junction transistor, a semiconductor device

Bus voltage – voltage into, out of or within connections of a power electronic system

CMOS – complementary MOS (metal oxide semiconductor), widely used semiconductor transistor architecture

D2Pak – a surface mountable version of the TO220 package

DC – direct current

Die/Chip – an individual semiconductor device on the wafer, prior to packaging

EAR – Export Administration Regulation

Epi/Epiwafer/Epimaterials – GaN device layers grown on a substrate, from which active GaN-based devices are subsequently manufactured in a wafer fabrication facility

Fab – fabrication, generally referring to a semiconductor wafer fabrication facility

FET – field effect transistor, a type of switching transistor

Figure of Merit - a quantity used to characterize the performance of a device, system or method, relative to its alternatives

FIT – failure in time, referring to the expected number of device failures per billion hours of operation

GaN – gallium nitride

HEMT – high electron mobility transistor, a type of switching transistor with superior electronic properties

IGBT – insulated-gate bipolar transistor, a three-terminal power semiconductor device primarily used as an electronic switch

JEDEC – Joint Electron Device Engineering Council, an independent semiconductor engineering trade organization and standardization body that represents all areas of the electronics industry

LIDAR – light detection and ranging, a remote sensing method that uses light in the form of a pulsed laser to measure distance

Lossy – in the context of switching devices, subject to loss of power due to switching inefficiencies and other factors

MOCVD – metal organic chemical vapor deposition, a technique for layering GaN layers onto substrates such as a silicon substrate and making the starting GaN semiconductor material (i.e., an epiwafer)

Moore's law – the observation that the number of transistors in a dense integrated circuit doubles about every two years

MOSFET – metal-oxide-semiconductor field-effect transistor, a type of transistor

Power converters / Inverters – electronic systems used to convert electricity from AC to DC (such as a charger), DC-AC (such as an inverter) or in some cases AC-AC or DC-DC within the systems converting from one voltage level to another

PQFN – power quad flat no lead package, a compact surface mountable package used in power semiconductors

RF – radio frequency

SCR – silicon controlled rectifier, an early semiconductor switching device

Si – silicon

SiC – silicon carbide

TO – transistor outline leaded packages commonly used in power semiconductors (such as TO220, TO247)

Risk Factor Summary

Our business is subject to significant risks and uncertainties that make an investment in us speculative and risky. Below we summarize what we believe are the principal risk factors but these risks are not the only ones we face, and you should carefully review and consider the full discussion of our risk factors in the section titled "Risk Factors," together with the other information in this Report. If any of the following risks actually occurs (or if any of those listed elsewhere in this Report occur), our business, reputation, financial condition, results of operations, revenue, and future prospects could be seriously harmed. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business.

- We have a history of losses, anticipate increasing our operating expenses in the future, and may not be able to achieve or maintain profitability.
- The Company may need to raise capital to finance its losses and negative cash flows from operations from the date of this filing and may continue to be dependent on additional capital raises, which may be unavailable on attractive terms, if at all, and could dilute your investment.
- Our quarterly results of operations are likely to vary from period to period, which could cause the market price of our common stock to fluctuate or decline.
- Our business could be adversely affected by the effects of health epidemics or pandemic, including the ongoing COVID-19 global pandemic.
- We may not be able to develop new technologies and products to satisfy changes in customer demand or industry standards, and our competitors could develop products that decrease the demand for our products.
- We must commit resources to development, design and production prior to receipt of purchase commitments and could lose some or all of the associated investment.
- We compete in highly competitive markets, and competitive pressures from existing and new companies may adversely impact our business and operating results.
- We rely on third-party channel partners to sell our products. If our partners fail to perform, our ability to sell our products and services could be limited, and if we fail to optimize our channel partner model going forward, our operating results could be harmed.
- We rely on limited sources of wafer fabrication, packaged products fabrication and product testing, the loss of which could delay and limit our product shipments.
- Because we depend on third-party manufacturers to build portions of our products, we are susceptible to manufacturing delays and pricing fluctuations that could prevent us from shipping customer orders on time, if at all, or on a cost-effective basis, which may result in the loss of sales, income and customers.
- Our sales cycles can be long and unpredictable, and our sales efforts require considerable time and expense.
- Our current operations are concentrated in one location and in the event of an earthquake, terrorist attack or other disaster affecting this location or those of our major suppliers, our operations may be interrupted and our business may be harmed.
- The loss of one or more key employees or our inability to attract and retain qualified personnel could harm our business.

- If we fail to effectively manage our growth, our business, financial condition and results of operations would be harmed.
- We are subject to a number of risks associated with international sales and operations.
- We are subject to government regulation, including import, export and economic sanctions laws and regulations that may expose us to liability and increase our costs.
- Our sales to government customers subject us to uncertainties regarding fiscal funding approvals, renegotiations or terminations at the discretion of the government, as well as audits and investigations, which could result in litigation, penalties and sanctions including early termination, suspension and debarment.
- Any failure by us to protect our proprietary technologies or maintain the right to use certain technologies may negatively affect our ability to compete.
- If we fail to comply with our obligations under any license, collaboration or other agreements, we may be required to pay damages and could lose certain intellectual property rights.
- Any failure to maintain effective internal controls over our financial reporting could materially and adversely affect us.
- We have identified material weaknesses in our internal control over financial reporting that, if not properly remediated, could result in material misstatements in our consolidated financial statements in future periods.
- Our common stock trades on the OTCQX Market instead of a national securities exchange, which may make it more difficult for stockholders to sell their shares.
- Our common stock may not be eligible for listing or quotation on any securities exchange.
- The designation of our common stock as a “penny stock” would limit the liquidity of our common stock.
- Sales of substantial amounts of our common stock in the public markets, or the perception that such sales might occur, could cause the market price of our common stock to decline significantly, even if our business is doing well.
- We may be subject to certain liquidated damages pursuant to the registration rights agreement we entered into with certain holders of our securities.
- Our principal stockholders and management have substantial control over us and could delay or prevent a change in corporate control.
- Anti-takeover provisions in our charter documents could make an acquisition of us more difficult and may prevent attempts by our stockholders to replace or remove our management.

Note Regarding Forward-Looking Statements

This Report, including the sections titled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” contains express or implied forward-looking statements that are based on our management’s belief and assumptions and on information currently available to our management. All statements other than statements of historical fact contained in this Report are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “could,” “will,” “would,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “intend,” “predict,” “seek,” “contemplate,” “project,” “continue,” “potential,” “ongoing” or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- the implementation of our business model and strategic plans for our business, technologies and products;
- our ability to raise additional funds to continue to operate our business and satisfy our obligations under our agreements with our lenders;
- our costs in meeting our contractual obligations, including the cash flow impact of operating our joint venture wafer fabrication facility located in Aizu Wakamatsu, Japan, and our ability to maintain our contracts for their expected durations;
- the impact of the ongoing COVID-19 pandemic on our industry and our business, operations and financial condition, as well as on the global economy;
- the rate and degree of market acceptance of any of our products or GaN technology in general, including changes due to the impact of (i) new GaN fabrication sources, (ii) the performance of GaN technology, whether perceived or actual, relative to competing semiconductor materials, and (iii) the performance of our products, whether perceived or actual, compared to competing GaN-based, silicon-based and other products;
- the timing and success of product releases by us and our customers;
- our ability to develop new products and technologies;
- our future financial performance, including our expectations regarding our revenue, expenses, ongoing losses, and capital requirements;
- our needs for additional financing, ability to obtain additional funds for our operations and our intended use of any such funds;
- our receipt and timing of any royalties, milestone payments or payments for products, under any current or future collaboration, license or other agreements or arrangements, including the credit risks of our customers;
- our ability to obtain, maintain, enforce, defend and enhance our intellectual property rights;
- the strength and marketability of our intellectual property portfolio;
- our dependence on current and future collaborators for developing, manufacturing or otherwise bringing our products to market;
- the ability of our third party supply and manufacturing partners to meet our current and future business needs;

- the throughput of our fabrication facilities and third party foundries, as well as the ability of such facilities and foundries to ramp up production;
- our expectations regarding our classification as a “smaller reporting company,” as defined under the Securities Exchange Act of 1934 (the “Exchange Act”) and an “emerging growth company” under the JOBS Act in future periods;
- the total addressable market and growth rates of the markets in which we compete;
- the competitive landscape of our industry;
- the impact of “controlled company” exemptions that may be available to us in the future under Nasdaq or NYSE listing standards and our use of the applicable phase-in periods; and
- the impact of government regulation and developments relating to us, our competitors or our industry.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Report.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, and prospects. The outcome of the events described in these forward-looking statements is subject to significant risks, uncertainties, and other factors, including those described in the section titled “Risk Factors” and elsewhere in this Report. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Report. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

Neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Moreover, the forward-looking statements made in this Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Report to reflect events or circumstances after the date of this Report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments we may make.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

Transphorm, Inc.
Condensed Consolidated Balance Sheets
(in thousands except share and per share data)

	September 30, 2021 (unaudited)	March 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,988	\$ 9,500
Restricted cash	500	—
Accounts receivable, net, including related parties	1,585	1,618
Inventory	4,774	2,223
Prepaid expenses and other current assets	1,329	953
Total current assets	10,176	14,294
Property and equipment, net	1,761	1,360
Goodwill	1,286	1,302
Intangible assets, net	765	914
Investment in joint venture	89	—
Other assets	259	274
Total assets	\$ 14,336	\$ 18,144
Liabilities and stockholders' deficit		
Current liabilities:		
Accounts payable and accrued expenses	\$ 4,047	\$ 3,140
Deferred revenue	607	505
Development loan	—	10,000
Revolving credit facility, including accrued interest	184	10,150
Unfunded commitment to joint venture	—	1,866
Accrued payroll and benefits	1,447	1,410
Promissory note	15,597	—
Total current liabilities	21,882	27,071
Revolving credit facility	12,000	—
Promissory note	—	16,128
Total liabilities	33,882	43,199
Commitments and contingencies (Note 8)		
Stockholders' deficit:		
Common stock, \$0.0001 par value; 750,000,000 shares authorized as of September 30, 2021 and March 31, 2021, and 41,664,020 and 40,531,996 shares issued and outstanding as of September 30, 2021 and March 31, 2021, respectively	4	4
Additional paid-in capital	150,843	144,201
Accumulated deficit	(169,475)	(168,403)
Accumulated other comprehensive loss	(918)	(857)
Total stockholders' deficit	(19,546)	(25,055)
Total liabilities and stockholders' deficit	\$ 14,336	\$ 18,144

See accompanying notes to unaudited condensed consolidated financial statements

Transphorm, Inc.
Condensed Consolidated Statements of Operations (unaudited)
(in thousands except share and per share data)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Revenue, net, including related parties (Note 11)	\$ 11,303	\$ 1,929	\$ 14,519	\$ 8,258
Operating expenses:				
Cost of goods sold	2,239	2,043	4,806	3,291
Research and development	1,591	1,071	3,414	2,665
Sales and marketing	825	547	1,512	1,075
General and administrative	2,714	2,688	5,457	4,746
Total operating expenses	<u>7,369</u>	<u>6,349</u>	<u>15,189</u>	<u>11,777</u>
Income (loss) from operations	3,934	(4,420)	(670)	(3,519)
Interest expense	220	191	424	380
Loss in joint venture	1,092	1,943	2,582	3,799
Changes in fair value of promissory note	(1,629)	709	(605)	2,367
Other income, net	(1,729)	(523)	(1,999)	(1,055)
Income (loss) before tax expense	<u>5,980</u>	<u>(6,740)</u>	<u>(1,072)</u>	<u>(9,010)</u>
Tax expense	—	—	—	—
Net income (loss)	<u>\$ 5,980</u>	<u>\$ (6,740)</u>	<u>\$ (1,072)</u>	<u>\$ (9,010)</u>
Net income (loss) per share - basic	<u>\$ 0.15</u>	<u>\$ (0.19)</u>	<u>\$ (0.03)</u>	<u>\$ (0.25)</u>
Net income (loss) per share - diluted	<u>\$ 0.14</u>	<u>\$ (0.19)</u>	<u>\$ (0.03)</u>	<u>\$ (0.25)</u>
Weighted average common shares outstanding - basic	<u>41,196,139</u>	<u>35,156,918</u>	<u>40,918,203</u>	<u>35,146,277</u>
Weighted average common shares outstanding - diluted	<u>41,847,103</u>	<u>35,156,918</u>	<u>40,918,203</u>	<u>35,146,277</u>

See accompanying notes to unaudited condensed consolidated financial statements

Transphorm, Inc.
Condensed Consolidated Statements of Comprehensive Income (Loss) (unaudited)
(in thousands)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Net income (loss)	\$ 5,980	\$ (6,740)	\$ (1,072)	\$ (9,010)
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	(34)	6	(61)	(11)
Other comprehensive (loss) income, net of tax	(34)	6	(61)	(11)
Comprehensive income (loss)	\$ 5,946	\$ (6,734)	\$ (1,133)	\$ (9,021)

See accompanying notes to unaudited condensed consolidated financial statements

Transphorm, Inc.
Condensed Consolidated Statements of Changes in Stockholders' Deficit (unaudited)
For the Three Months Ended September 30, 2020 and 2021
(in thousands except share data)

	Common Stock			Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Stockholders' Deficit
	Number of Shares	Amount					
Balance at July 1, 2020	35,135,520	\$ 4	\$	127,787	\$ (150,372)	\$ (771)	\$ (23,352)
Stock options exercised	3,475	—		14	—	—	14
Restricted stock awards issued	123,501	—		—	—	—	—
Vesting of restricted stock units	4,000	—		—	—	—	—
Stock-based compensation	—	—		584	—	—	584
Other comprehensive income	—	—		—	—	6	6
Net loss	—	—		—	(6,740)	—	(6,740)
Balance at September 30, 2020	35,266,496	\$ 4	\$	128,385	\$ (157,112)	\$ (765)	\$ (29,488)
Balance at July 1, 2021	40,662,020	\$ 4	\$	145,332	\$ (175,455)	\$ (884)	\$ (31,003)
Vesting of restricted stock units	2,000	—		—	—	—	—
Issuance of common stock (Note 9)	1,000,000	—		5,000	—	—	5,000
Stock-based compensation	—	—		511	—	—	511
Other comprehensive loss	—	—		—	—	(34)	(34)
Net income	—	—		—	5,980	—	5,980
Balance at September 30, 2021	41,664,020	\$ 4	\$	150,843	\$ (169,475)	\$ (918)	\$ (19,546)

See accompanying notes to unaudited condensed consolidated financial statements

Transphorm, Inc.

Condensed Consolidated Statements of Changes in Stockholders' Deficit (unaudited)
For the Six Months Ended September 30, 2020 and 2021
(in thousands except share data)

	Common Stock			Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Stockholders' Deficit
	Number of Shares	Amount					
Balance at April 1, 2020	35,135,520	\$ 4	\$	127,683	\$ (148,102)	\$ (754)	\$ (21,169)
Stock options exercised	3,475	—		14	—	—	14
Restricted stock awards issued	123,501	—		—	—	—	—
Vesting of restricted stock units	4,000	—		—	—	—	—
Stock-based compensation	—	—		688	—	—	688
Other comprehensive loss	—	—		—	—	(11)	(11)
Net loss	—	—		—	(9,010)	—	(9,010)
Balance at September 30, 2020	35,266,496	\$ 4	\$	128,385	\$ (157,112)	\$ (765)	\$ (29,488)
Balance at April 1, 2021	40,531,996	\$ 4	\$	144,201	\$ (168,403)	\$ (857)	\$ (25,055)
Stock options exercised	31,925	—		134	—	—	134
Vesting of restricted stock units	3,000	—		—	—	—	—
Issuance of common stock (Note 9)	1,097,099	—		5,500	—	—	5,500
Stock-based compensation	—	—		1,008	—	—	1,008
Other comprehensive loss	—	—		—	—	(61)	(61)
Net loss	—	—		—	(1,072)	—	(1,072)
Balance at September 30, 2021	41,664,020	\$ 4	\$	150,843	\$ (169,475)	\$ (918)	\$ (19,546)

See accompanying notes to unaudited condensed consolidated financial statements

Transphorm, Inc.
Condensed Consolidated Statements of Cash Flows (unaudited)
(in thousands)

	Six Months Ended September 30,	
	2021	2020
Cash flows from operating activities:		
Net loss	\$ (1,072)	\$ (9,010)
Adjustments to reconcile net loss to net cash used in operating activities:		
Inventory write-off	194	105
Depreciation and amortization	405	396
Provision for doubtful accounts	—	146
Licensing revenue from a related party	(8,000)	(5,000)
Stock-based compensation	1,008	688
Interest cost	108	(382)
Loss in joint venture	1,127	3,799
Changes in fair value of promissory note	(605)	2,367
Changes in operating assets and liabilities:		
Accounts receivable	33	106
Inventory	(2,745)	(392)
Prepaid expenses and other current assets	124	(362)
Other assets	15	87
Accounts payable and accrued expenses	657	483
Deferred revenue	102	178
Accrued payroll and benefits	37	249
Net cash used in operating activities	(8,612)	(6,542)
Cash flows from investing activities:		
Purchases of property and equipment	(409)	(46)
Investment in joint venture	(3,081)	(3,779)
Net cash used in investing activities	(3,490)	(3,825)
Cash flows from financing activities:		
Proceeds from stock option exercise	134	14
Proceeds from issuance of common stock	5,000	—
Net cash provided by financing activities	5,134	14
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	(44)	74
Net decrease in cash, cash equivalents and restricted cash	(7,012)	(10,279)
Cash, cash equivalents and restricted cash at beginning of period	9,500	14,648
Cash, cash equivalents and restricted cash at end of period	\$ 2,488	\$ 4,369
Supplemental disclosures of cash flow information:		
Interest expense paid	\$ 316	\$ 762
Supplemental non-cash investing activity:		
Equipment purchases	\$ 250	\$ —
Supplemental non-cash financing activity:		
Issuance of shares in connection with a service contract	\$ 500	\$ —
Development loan reduction related to licensing revenue	\$ 8,000	\$ 5,000

See accompanying notes to unaudited condensed consolidated financial statements

Transphorm, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

Note 1 - Business and Basis of Presentation

Transphorm, Inc. (“Parent”) develops gallium nitride (“GaN”) semiconductor components used in power conversion and is headquartered in Goleta, California. Parent’s wholly owned-subsubsidiary, Transphorm Technology, Inc. (“Transphorm Technology”), was incorporated in the State of Delaware on February 22, 2007. Throughout these notes, “the Company,” “Transphorm,” “we,” “us” and “our” refer to Parent and its direct and indirect wholly-owned subsidiaries. Transphorm Technology and its subsidiaries hold all material assets and conduct all business activities and operations of the Company. Transphorm Technology’s activities to date have been primarily performing research and development, establishing manufacturing infrastructure, market sampling, product launch, hiring personnel, and raising capital to support and expand these activities. Transphorm Japan, Inc. was established in Japan in February 2014 to secure Transphorm’s production capacity and establish a direct presence in Asian markets. Transphorm Aizu, Inc. was established in Japan to manage the financial transactions around Aizu Fujitsu Semiconductor Wafer Solution Limited, Transphorm’s non-controlling joint venture wafer fabrication facility located in Aizu Wakamatsu, Japan (“Aizu”). Transphorm Japan Epi, Inc. was established in Japan in 2019 to enable the operational capacity of the reactors held in Aizu.

In management’s opinion, the accompanying unaudited condensed consolidated financial statements of Transphorm reflect all adjustments of a normal and recurring nature that are necessary for a fair presentation of the results for the interim period ended September 30, 2021, but are not necessarily indicative of the results that will be reported for the entire year or any other interim period. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with Accounting Principles Generally Accepted in the United States of America (“GAAP”) have been condensed or omitted. The aforementioned unaudited condensed consolidated financial statements are prepared in conformity with GAAP and in accordance with the instructions to Form 10-Q pursuant to the rules and regulations of the Securities and Exchange Commission. The interim information should be read in conjunction with the audited financial statements and notes thereto included in the Company’s Transition Report on Form 10-K for the transition period from January 1, 2021 to March 31, 2021. The consolidated balance sheet as of March 31, 2021 is derived from those audited financial statements.

Change in Fiscal Year End

On April 20, 2021, we changed our fiscal year from the period beginning on January 1 and ending on December 31 to the period beginning on April 1 and ending on March 31 of each year, effective immediately. Accordingly, we filed a Transition Report on Form 10-K to include audited consolidated financial information for the transition period from January 1, 2021 through March 31, 2021.

Reverse Merger

On February 12, 2020, our wholly-owned subsidiary, Peninsula Acquisition Sub, Inc., a corporation formed in the State of Delaware (“Acquisition Sub”), merged with and into Transphorm Technology (formerly known as Transphorm, Inc.), the corporate existence of Acquisition Sub ceased, and Transphorm Technology became our wholly-owned subsidiary (such transaction, the “Merger”). As a result of the Merger, we acquired the business of Transphorm Technology. The Merger was effective as of February 12, 2020, upon the filing of a certificate of merger with the Secretary of State of the State of Delaware. Immediately after completion of the Merger, we adopted Transphorm Technology’s former company name, “Transphorm, Inc.,” as our company name.

The Merger was treated as a recapitalization and reverse acquisition for financial reporting purposes, and Transphorm Technology is considered the acquirer for accounting purposes.

As a result of the Merger and the change in our business and operations, a discussion of the past financial results of our predecessor, Peninsula Acquisition Corporation, is not pertinent, and under applicable accounting

principles, the historical financial results of Transphorm Technology, the accounting acquirer, prior to the Merger are considered our historical financial results.

At the effective time of the Merger, (i) each share of Transphorm Technology's common stock issued and outstanding immediately prior to the closing of the Merger was converted into the right to receive (a) 0.08289152527 shares of our common stock (in the case of shares held by accredited investors) or (b) \$4.00 multiplied by 0.08289152527 (in the case of shares held by unaccredited investors), with the actual number of shares of our common stock issued to the former holders of Transphorm Technology's common stock equal to 4,171,571, (ii) 51,680,254 shares of Transphorm Technology's Series 1 preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into 12,433,953 shares of our common stock, (iii) 38,760,190 shares of Transphorm Technology's Series 2 preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into 7,499,996 shares of our common stock, and (iv) 31,850,304 shares of Transphorm Technology's Series 3 preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into 4,000,000 shares of our common stock. As a result, 28,105,520 shares of our common stock were issued to the former holders of Transphorm Technology's issued and outstanding capital stock after adjustments due to rounding for fractional shares. Immediately prior to the effective time of the Merger, an aggregate of 682,699 shares of our common stock, owned by the stockholders of Peninsula Acquisition Corporation prior to the Merger, were forfeited and cancelled.

In addition, pursuant to the Merger Agreement, (i) options to purchase 29,703,285 shares of Transphorm Technology's common stock issued and outstanding immediately prior to the closing of the Merger under Transphorm Technology's 2007 Stock Plan (the "2007 Plan") and 2015 Equity Incentive Plan (the "2015 Plan") were assumed and converted into options to purchase 2,461,923 shares of our common stock, (ii) warrants to purchase 186,535 shares of Transphorm Technology's common stock issued and outstanding immediately prior to the closing of the Merger were assumed, amended and converted into warrants to purchase 15,461 shares of our common stock, and (iii) Transphorm Technology's outstanding convertible promissory note was amended to be convertible at the option of the holder, into shares of our common stock at a conversion price of \$5.12 per share. As of September 30, 2021, there was \$15.0 million of principal and \$597 thousand of accrued and unpaid interest outstanding on the convertible promissory note.

All per share and share amounts for all periods presented have been retroactively adjusted to reflect the effect of the Merger.

Liquidity and Capital Resources

The Company's ability to sustain operations is dependent mainly on its ability to successfully market and sell its products and through additional financings until profitability with positive cash flows are achieved. The Company currently incurs and historically has incurred losses from operations and expects to do so in the foreseeable future. The Company has sustained recurring losses and negative cash flows from operations which raised substantial doubt about the Company's ability to continue as a going concern. During the six months ended September 30, 2021, the Company used \$8.6 million of cash in operations. Although we expect to continue to incur losses and negative cash flows from operating activities, during November 2021, we raised \$33.0 million from private placements. Consequently, the Company now has sufficient resources to fund its operations for the next twelve months from the date of this filing, and therefore, the substantial doubt about our ability to continue as a going concern has been alleviated. The Company may need to continue to raise additional capital to finance its losses and negative cash flows from operations beyond the next twelve months and may continue to be dependent on additional capital raises.

Impact of COVID-19 on Our Business

The COVID-19 pandemic has adversely disrupted and will further disrupt the operations at certain of our customers, partners, suppliers and other third-party providers for an uncertain period of time, including as a result of travel restrictions, adverse effects on budget planning processes, business deterioration, and/or business shutdowns, all of which has impacted our business and results of operations. Some of our customers have experienced delays in

their internal development programs and design cycles with our GaN products due to the effects of COVID-19, which have led to postponements of their orders of our products and postponements of determinations that our products will be used in their designs for new products under development with corresponding delays in their market introduction and our revenues. The future impact of COVID-19 cannot be predicted with certainty and may make it more difficult or preclude us from raising additional capital, increase our costs of capital and otherwise adversely affect our business, results of operations, financial condition and liquidity.

Significant Accounting Policies

Principles of Consolidation

The unaudited condensed consolidated financial statements include the accounts of the Parent and its wholly-owned subsidiaries, Transphorm Technology, Transphorm Japan, Inc., Transphorm Japan Epi, Inc. and Transphorm Aizu, Inc. Upon consolidation, all significant intercompany accounts and transactions have been eliminated.

Use of Estimates

The preparation of interim condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Management bases its estimates and assumptions on historical experience, knowledge of current conditions, and its belief of what could occur in the future, given available information. Actual results could differ from those estimates, and such differences could be material to the consolidated financial statements. Estimates are used for, but not limited to, the determinations of fair value of stock awards and promissory notes, accrual of liabilities, revenue recognition, inventory reserve, and useful lives for property and equipment.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly-liquid investments with original maturities of 90 days or less at the date of purchase to be cash equivalents. Cash and cash equivalents consist principally of bank deposits and money market funds. Restricted cash of \$575 thousand consists of \$500 thousand of cash in current asset and \$75 thousand of long-term deposit in other assets as of September 30, 2021. Restricted cash as of March 31, 2021 includes \$75 thousand of long-term deposit in other assets.

Foreign Currency Risk

The Company is exposed to foreign currency risk due to its operations in Japan (Yen). Assets and liabilities of the operations are re-measured into U.S. currency at exchange rates in effect at the balance sheet dates through the consolidated statements of comprehensive income. Gains or losses resulting from foreign currency transactions are re-measured using the rates on the dates on which those elements are recognized during the period and are included in other income or expense in the consolidated statements of operations. As of September 30, 2021 and March 31, 2021, the Company had foreign cash and cash equivalents of \$60 thousand and \$444 thousand, respectively, which represented 2.4 percent and 4.7 percent, respectively, of total cash and cash equivalents.

Concentrations of Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents. The Company is exposed to credit risk in the event of default by the financial institution holding its cash. The Company's investment policy restricts investments to high-quality investments and limits the amounts invested with any one issuer, industry or geographic area. Risks associated with cash holdings in excess of insured limits are mitigated by banking with high-quality institutions. To date, the Company has not experienced any significant losses on its cash and cash equivalents. The Company periodically evaluates the relative credit standing of these financial institutions.

The Company is subject to risks common in the power conversion components industry, including, but not limited to, technological obsolescence, dependence on key personnel, market acceptance of its products, the successful protection of its proprietary technologies, compliance with government regulations, and the possibility of not being able to obtain additional financing when needed.

Comprehensive Loss

Comprehensive loss is comprised of net loss and other comprehensive income (loss). Other comprehensive income (loss) includes the impact of foreign currency translation adjustments.

Accounts Receivable

Accounts receivable are analyzed and allowances for uncollectible accounts are recorded, as required. Provisions for uncollectible accounts, if any, are recorded as bad debt expense and included in general and administrative expenses in the accompanying consolidated statements of operations. The process for determining the appropriate level of allowances for doubtful accounts involves judgment, and the Company considers such factors as the age of the underlying receivables, historical and projected collection trends, the composition of outstanding receivables, current economic conditions and regulatory changes. An account is fully reserved when reasonable collection efforts have been unsuccessful and it is probable that the receivable will not be recovered. Provision for doubtful accounts amounted to \$0 and \$86 thousand for the three months ended September 30, 2021 and 2020, respectively. Provision for doubtful accounts amounted to \$0 and \$146 thousand for the six months ended September 30, 2021 and 2020, respectively.

Inventory

Inventory is stated at the lower of cost (first-in, first-out method) or net realizable value. The Company periodically reviews the value of items in inventory and records write-downs or write-offs based on its assessment of slow moving or obsolete inventory. The Company maintains an inventory reserve for obsolete inventory and generally makes inventory value adjustments against the inventory reserve.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation is determined using the straight-line method over the estimated useful lives of the respective assets, generally ranging from three to seven years. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the related lease term. Depreciation for equipment commences once it is placed in service, and depreciation for buildings and leasehold improvements commences once they are ready for their intended use. The Company expenses maintenance and repair costs that do not extend the life of the asset as they are incurred.

The Company evaluates the carrying amount of its property and equipment whenever events or changes in circumstances indicate that the assets may not be recoverable. An impairment loss would be recognized when estimated future cash flows expected to result from the use of an asset or asset group and its eventual disposition are less than the carrying amount of the asset or asset group. To date, there have been no such impairment losses.

Goodwill

Goodwill arose for the acquisition of a business in February 2014 based in Japan and was accounted for as the purchase of a business. Goodwill generated from business combinations and deemed to have indefinite lives are not subject to amortization and instead are tested for impairment at least annually in December unless certain events occur or circumstances change. Goodwill represents the excess of the purchase price over the fair value of the net assets and other identifiable intangible assets acquired. We test for goodwill impairment annually or earlier if events or changes in circumstances indicate goodwill might possibly be impaired. Impairment exists when the carrying value of the goodwill exceeds its implied fair value. An impairment loss would be recognized in an amount equal to

that excess as a charge to operations in the unaudited condensed consolidated statements of operations. For the three and six months ended September 30, 2021 and 2020, no impairment charge was recorded related to goodwill.

Intangible Assets

Intangible assets that are not considered to have an indefinite useful life are amortized over their estimated useful lives, which generally range from three to ten years. Each reporting period, the Company evaluates the estimated remaining useful lives of intangible assets and whether events or changes in circumstances warrant a revision to the remaining periods of amortization.

If it is determined that the carrying values might not be recoverable based upon the existence of one or more indicators of impairment, the Company performs a test for recoverability using various methodologies, such as the income approach or cost approach, to determine the fair value of intangible assets depending upon the nature of the assets. If assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds their respective fair values. For the three and six months ended September 30, 2021 and 2020, no impairment charges were recorded related to intangible assets.

Revenue Recognition

The Company derives its revenues from sales of high-powered GaN-based products manufactured utilizing the Company's proprietary and patented epiwafer technology and wafer fabrication and other assembly processes, sales of GaN epiwafers for the radio frequency ("RF") and power markets, and sales of licenses to use such patented proprietary technology, as well as enabling EPI wafer growth services and products to our strategic partners. Revenues are recognized when control of these products or licenses are transferred to the Company's customers in an amount that reflects the consideration it expects to be entitled to in exchange for those products and licenses. Sales and other taxes the Company collects concurrent with revenue-producing activities are excluded from revenue. Incidental items that are immaterial in the context of the contract are recognized as expense. The Company does not have any significant financing components associated with its revenue contracts, as payment is received at or shortly after the point of sale.

Disaggregation of Revenue from Contracts with Customers

Revenue consists of licensing revenue, government contract revenue from our contract with the U.S. Navy and product sales, with applicable performance obligations satisfied at a point in time. Products are sold to distributors and end-users in various sectors such as, but not limited to, the automotive, gaming, industrial, IT, and consumer products industries.

As part of the multi-element commercial arrangement executed with Nexperia on April 4, 2018 (see Note 2 - Nexperia Arrangement), the Company agreed to grant Nexperia the perpetual exclusive right to use the Company's existing Gen-3 manufacturing process technology. License fees are received upon satisfaction of contractual milestones and recognized upon delivery of the perpetual license or transferred technology without any remaining performance obligations. The Company recognized \$8.0 million of licensing revenue for the three and six months ended September 30, 2021, and \$0 and \$5.0 million of licensing revenue for the three and six months ended September 30, 2020, respectively.

In December 2020, we entered into a cooperation and development agreement with Yaskawa Electric Corporation ("Yaskawa"), pursuant to which Yaskawa agreed to provide \$4.0 million over approximately three years to fund development activities related to industrial power conversion applications, with an initial focus on servo motor drive applications. Yaskawa provided payments of \$1.0 million and \$750 thousand of this \$4.0 million commitment in December 2020 and July 2021, respectively. The Company evaluated and concluded that the deliverables are the same and nature of the services to be provided to Yaskawa will be consistent over the period of approximately three years. Accordingly, with respect to the \$1.0 million payment, the Company recognized \$333 thousand as revenue in each of the three months ended December 31, 2020, March 31, 2021 and June 30, 2021

and, with respect to the \$750 thousand payment, the Company recognized \$375 thousand as revenue for the three months ended September 30, 2021.

Government contract revenues are principally generated under research and development contracts. Contract revenues are derived primarily from research contracts with agencies of the U.S. government. We believe credit risk related to accounts receivable arising from such contracts is minimal. These contracts may include cost-plus fixed fee and fixed price terms. All payments to us for work performed on contracts with agencies of the U.S. government are subject to adjustment upon audit by the Defense Contract Audit Agency. The Company received new government authorized rates for billing purposes which allowed for retroactive application since inception. The cumulative impact of this rate change as of September 30, 2021 was \$423 thousand, of which \$(83) thousand and \$505 thousand were recorded in the three months ended March 31, 2021 and September 30, 2020, respectively. The Company will use the new approved rates on a go-forward basis.

Performance Obligations

For performance obligations related to the sale of products, control transfers to the customer at a point in time. The Company's principal terms of sale are free on board shipping or destination and the Company transfers control and records revenue for product sales upon shipment or delivery to the customer, respectively. For performance obligations related to the licensing of patented technology in perpetuity, control also transfers to the customer at a point in time. The Company transfers control and records revenue for licensing fees once the Company has (i) provided or otherwise makes available the patented technology to the customer and (ii) the customer is able to use and benefit from the patented technology.

Variable Consideration

The nature of the Company's arrangement with Nexperia gives rise to variable consideration in the form of milestone and royalty payments. The royalties qualify for the sales and usage-based royalty exception, as the license of intellectual property is the predominant item to which the royalty relates and are recognized upon the subsequent sale occurring. The variable amounts are received upon satisfaction of contractually agreed upon development targets and sales volume.

Research and Development

The Company is a party to research grant contracts with the U.S. government for which the Company is reimbursed for specified costs incurred for its research projects. These projects include energy saving initiatives for which the U.S. government offers reimbursement funds. Such reimbursements are recorded as an offset to research and development expenses when the related qualified research and development expenses are incurred. Reimbursable costs are recognized in the same period the costs are incurred up to the limit of approved funding amounts on qualified expenses. Grant reimbursement of \$45 thousand and \$81 thousand was recorded as an offset to research and development expense for the three months ended September 30, 2021 and 2020, respectively. Grant reimbursement of \$72 thousand and \$307 thousand was recorded as an offset to research and development expense for the six months ended September 30, 2021 and 2020, respectively.

Stock-Based Compensation

All share-based payments, including grants of stock options, restricted stock awards ("RSAs") and restricted stock units ("RSUs"), are measured at the fair value of the share-based awards on the grant date and recognized over their respective vesting periods, which is generally one to four years. The estimated fair value of stock options at the grant date is determined using the Black-Scholes-Merton pricing model. The RSAs and RSUs are measured using the estimated fair value of the stock price, which, due to limited trading history, is based on recent equity sales. The Company recognizes the fair value of share-based payments as compensation expense for all expected-to-vest stock-based awards over the vesting period of the award using the straight-line attribution or graded vesting method provided that the amount of compensation cost recognized at any date is no less than the portion of the grant-date fair value of the award that is vested at that date.

The Black-Scholes-Merton option pricing model requires inputs such as the fair value of common stock on date of grant, expected term, expected volatility, dividend yield, and risk-free interest rate. Further, the forfeiture rate also affects the amount of aggregate compensation expense. These inputs are subjective and generally require significant analysis and judgment to develop. Volatility data is obtained from a study of publicly traded industry peer companies. The forfeiture rate is derived primarily from the Company's historical data, and the risk-free interest rate is based on the yield available on U.S. Treasury zero-coupon issues commensurate with the expected term. Management generally uses the simplified method to calculate the expected term for employee grants as the Company has limited historical exercise data or alternative information to reasonably estimate an expected term assumption. The simplified method assumes that all options will be exercised midway between the weighted average vesting date and the contractual term of the option.

Stock-based compensation expense recognized in the Company's unaudited condensed consolidated financial statements is based on awards that are expected to vest. These expense amounts have been reduced by using an estimated forfeiture rate. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The Company evaluates the assumptions used to estimate forfeitures annually in connection with the recognition of stock-based compensation expense.

Income (Loss) Per Share

Basic income (loss) per share is calculated by dividing net income (loss) applicable to common stockholders by the weighted average number of common shares outstanding during the period. Diluted income (loss) per share is calculated by dividing the net loss attributable to common stockholders by the sum of the weighted average number of common shares outstanding plus potential dilutive common shares outstanding during the period. Potential dilutive securities, comprised of stock warrants, restricted stock units and stock options, are not reflected in diluted income (loss) per share because such shares are anti-dilutive. Dilutive impact of potential common shares resulting from common stock equivalents is determined by applying the treasury stock method.

For the three months ended September 30, 2021, there were 2,548,731 shares, consisting of 2,330,316 stock options and 218,415 stock warrants, that were not included in the computation of diluted income per share because their effect would be anti-dilutive. For the six months ended September 30, 2021, there were 3,826,583 shares, consisting of 2,506,531 stock options, 951,637 restricted stock units and 368,415 stock warrants, that were not included in the computation of diluted loss per share because their effect would be anti-dilutive. For the three and six months ended September 30, 2020, there were 3,155,064 shares, consisting of 2,327,423 stock options, 812,180 restricted stock units and 15,461 stock warrants, that were not included in the computation of diluted loss per share because their effect would be anti-dilutive.

Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The carrying values of the Company's financial instruments such as cash equivalents, accounts receivable, revolving credit facility, accounts payable and accrued liabilities approximate fair values due to the short-term nature of these items. The Company has elected the fair value option for its promissory notes.

Income Taxes

The Company accounts for income taxes in accordance with Accounting Standards Codification ("ASC") 740, *Income Taxes* ("ASC 740"). ASC 740 prescribes the use of the liability method. Deferred tax assets and liabilities are determined based on the difference between the financial statement carrying amounts and the tax basis of assets and liabilities and are measured using the enacted statutory tax rates in effect at the balance sheet date. The Company records a valuation allowance to reduce its deferred tax assets when uncertainty regarding their realizability exists.

Equity Method Investments

The Company uses the equity method to account for investments in entities that it does not control, but in which it has the ability to exercise significant influence over operating and financial policies. The Company's proportionate share of the net income or loss of these companies is included in consolidated net loss. Judgments regarding the level of influence over each equity method investment include consideration of key factors such as the Company's ownership interest, representation on the board of directors or other management body and participation in policy-making decisions.

Segment Reporting

The Company's operations and its financial performance is evaluated on a consolidated basis by the chief operating decision maker. The Company's chief operating decision maker is the Parent's Chief Executive Officer. Accordingly, the Company considers all of its operations to be aggregated in one reportable operating segment. For the three months ended September 30, 2021, total revenue was \$11.3 million, of which \$11.3 million was from U.S. operations and \$27 thousand was from Japan operations. For the three months ended September 30, 2020, total revenue was \$1.9 million, of which \$1.6 million was from U.S. operations and \$289 thousand was from Japan operations. For the six months ended September 30, 2021, total revenue was \$14.5 million, of which \$14.0 million was from U.S. operations and \$498 thousand was from Japan operations. For the six months ended September 30, 2020, total revenue was \$8.3 million, of which \$7.9 million was from U.S. operations and \$319 thousand was from Japan operations.

Recently Issued Accounting Standards under Evaluation

Debt - In August 2020, the FASB issued ASU 2020-06, *Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40)*: Accounting for Convertible Instruments and Contracts in an Entity's Own Equity, to address the complexity in accounting for certain financial instruments with characteristics of liabilities and equity. Amongst other provisions, the amendments in this ASU significantly change the guidance on the issuer's accounting for convertible instruments and the guidance on the derivative scope exception for contracts in an entity's own equity such that fewer conversion features will require separate recognition, and fewer freestanding instruments, like warrants, will require liability treatment. Refer to our white paper, *Accounting simplifications for convertible instruments and warrants*, for additional information. ASU 2020-06 is effective for fiscal years beginning after December 15, 2021. The Company is currently evaluating the impact of this new standard on its consolidated financial statements and the adoption is not expected to have a significant impact on the consolidated financial statements.

Leases - In June 2020, the FASB issued ASU 2020-05, which amends the effective dates of the FASB's standards on leasing (ASC 842) to give immediate relief to certain entities as a result of the widespread adverse economic effects and business disruptions caused by the COVID-19 pandemic. In February 2016, the FASB issued ASU 2016-02, *Leases*, which, for operating leases, requires the lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The guidance also requires a lessee to recognize single lease costs, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The leasing standard's effective dates were the fiscal year beginning after December 15, 2019 as originally issued (ASU 2016-02) and the fiscal year beginning after December 15, 2020 as amended by ASU 2019-10. As amended by ASU 2020-05, the leasing standard's effective date is now the fiscal year beginning after December 15, 2021. The Company is currently evaluating the impact of this new standard on its consolidated financial statements and the adoption is not expected to have a significant impact on the consolidated financial statements.

Financial Instruments - FASB ASU 2020-03, *Codification Improvements to Financial Instruments*, makes clear the determination of the contractual life of a net investment in leases in estimating expected credit losses under ASC 326, *Financial Instruments – Credit Losses*. In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). The standard changes the methodology for measuring credit losses on financial instruments and the timing of when

such losses are recorded. ASU 2016-13 is effective for the Company in 2023. Early adoption is permitted. The Company is currently evaluating the impact of this new standard on its consolidated financial statements and the adoption is not expected to have a significant impact on the consolidated financial statements.

Income Tax - In December 2019, the FASB issued ASU 2019-12, which modifies ASC 740 to simplify the accounting for income taxes. The ASU's amendments are based on changes that were suggested by stakeholders as part of the FASB's simplification initiative (i.e., the FASB's effort to reduce the complexity of accounting standards while maintaining or enhancing the helpfulness of information provided to financial statement users). ASU 2019-12 is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of this new standard on its consolidated financial statements and the adoption is not expected to have a significant impact on the consolidated financial statements.

Note 2 - Nexperia Arrangement

Nexperia Transaction

On April 4, 2018, the Company entered into a multi-element commercial arrangement with Nexperia B.V. ("Nexperia") to obtain financing in exchange for the sale of equity instruments and performing certain technology and product development activities for Nexperia (collectively, the "Collaboration Arrangement"). Nexperia specializes in designing, manufacturing and selling a broad range of small discrete semiconductor devices that utilize components such as those manufactured by the Company. Financing under the Collaboration Arrangement is comprised of the following elements:

- \$16 million Series 3 preferred stock issuance
- \$9 million license fee for transfer of the Gen-3 manufacturing process
- \$5 million development loan, originally maturing March 31, 2020 and subsequently extended to June 30, 2020 intended to pre-fund the Gen-4 (Tranche A) technology development (the "Tranche A Loan")
- \$10 million development loan maturing March 31, 2021 intended to pre-fund the Gen-5 and 1200V technology development (the "Tranche B Loan")
- \$10 million revolving loan (the "Tranche C Loan")

The Company has to use the funds to operate the business in a manner consistent with or reasonably related to those business activities as carried out on or prior to April 4, 2018, the effective date of Collaboration Arrangement. In addition to the multiple elements outlined above, the Company and Nexperia entered into a Supply Agreement requiring that the Company be Nexperia's primary supplier of specified components until June 30, 2020 on a best efforts basis. By entering into this Collaboration Arrangement, Nexperia gained access to technology that allows for production of high power semiconductors for use in electric vehicles.

Further, Nexperia obtained an exclusive license and market access to automotive customers outside of Japan and a sole license (non-exclusive of the Company), as well as market access to customers in other parts of the power market. Nexperia has a lien on certain of the Company's U.S. patents not relating to metal organic chemical vapor deposition ("MOCVD") or epiwafer technology, per the agreement.

On March 31, 2019, the Company executed Amendment No. 1 to the Loan and Security Agreement (the "LSA"), pursuant to which the Tranche B Loan was bifurcated into the following two separate sub-tranches:

- \$8 million development loan intended to pre-fund the Gen-5 (Tranche B) technology development (the "Tranche B Loan")

- \$2 million development loan intended to pre-fund the 1200V technology development (the “Tranche B-1 Loan” and, together with the Tranche B Loan, the “Tranche B Loans”)

On February 7, 2020, Amendment No. 2 to the LSA was executed to acknowledge the then-pending Merger, reaffirm the terms of the loans and confirm the waiver for the late delivery of the Company’s 2018 audited financial statements. On April 8, 2020, Amendment No. 3 to the LSA was executed to extend the maturity of the Tranche A Loan to April 30, 2020. On April 28, 2020, Amendment No. 4 to the LSA was executed to further extend the maturity of the Tranche A Loan to June 30, 2020. All other terms set forth under the original LSA remained unchanged following the amendments.

The Tranche A and Tranche B Loans represent pre-funding for Gen-4 (Tranche A), Gen-5 (Tranche B), and 1200V (Tranche B-1) technology development for Nexperia. The specific development activities and associated performance milestones are contained within a Statement of Work (“SoW”) between the Company and Nexperia. The SoW may be modified from time to time based upon mutual business interests. This promise to perform the technology development is a good/service provided to a customer in exchange for consideration in the form of the technology development license fees that offset the Tranche A and Tranche B Loans outstanding. The Development Loans are recognized as a liability equal to the cash proceeds received.

In relation to the license fee for the transfer of the Company’s Gen-3 manufacturing process to Nexperia, the Company received \$3 million (the first of three tranches) in October 2018, \$3 million (the second of three tranches) in April 2019, and \$3 million (the third of three tranches) in October 2019. The Company recognized \$9.0 million as licensing revenue during 2019 upon the completion of the transfer of the Company’s Gen-3 manufacturing process technology and mutual sign off between Nexperia and the Company.

In January 2019, the Company received the \$5 million Tranche A Loan. In June 2020, Nexperia agreed that the \$5 million Tranche A Loan was permanently satisfied in full in connection with the Company transferring its Gen-4 technology development to Nexperia, at which point the Company recognized \$5 million as licensing revenue. In June and July 2019, the Company received the \$8 million Tranche B Loan. In December 2019, the Company received the \$2 million Tranche B-1 Loan.

The Company received the full \$10 million Tranche C Loan under the credit facility during the year ended December 31, 2018. See Note 6 - Debts.

On March 1, 2021, Amendment No. 5 to the LSA was executed to extend the maturity of the Tranche B loans of \$10 million and the Tranche C Loan of \$10 million to June 30, 2021 and May 18, 2021, respectively.

On May 18, 2021, Amendment No. 6 to the LSA was executed to (1) extend the maturity date for the Tranche C Loans to the earlier of April 4, 2023 and the occurrence of specified change of control events, (2) add Parent as a guarantor of Transphorm Technology’s obligations under the Loan Agreement, and (3) convert the outstanding \$2 million Tranche B-1 Loan into a Tranche C-1 Loan, which Tranche C-1 Loan has the same terms and conditions as the existing Tranche C Loan.

On May 18, 2021, in addition to Amendment No. 6 to the LSA, the Company entered into a series of agreements with Nexperia, as described below.

Strategic Cooperation Agreement

The strategic cooperation agreement serves as a framework agreement that describes the numerous agreements between the parties and provides Nexperia with information rights and inspection rights with respect to the Company’s business.

Option Agreement

The option agreement establishes the parameters pursuant to which Nexperia, in certain limited instances, is permitted to exercise an option (the "Option") to acquire Transphorm Japan Epi, Inc. ("TJE"), a Japanese subsidiary of the Company through which the Company is engaged in the development, manufacturing and sales of gallium nitride ("GaN") based epitaxial wafer products. In general, the Option is exercisable upon (1) certain acquisitions of securities or assets of the Company or its subsidiaries by a Competitor (as defined in the option agreement) that results in the Company, directly or indirectly, owning less than a majority of TJE, which acquisition is followed by any material breach (that is not cured within a specified time period) by the Company or a subsidiary of its obligations with respect to epiwafer supply to Nexperia under the Company's amended and restated supply agreement (the "Supply Agreement") with Nexperia, or (2) the unilateral termination by the Company of the Supply Agreement. The option agreement also establishes the material terms, including price and timing, for the exercise of the Option by Nexperia. The Option terminates (1) if the Option is not exercised by Nexperia prior to the date on which the option agreement terminates, or (2) on the first to occur of (a) the termination of the option agreement upon written agreement of the parties, (b) the mutual termination or expiration of the Supply Agreement, or (c) the first to occur of (i) two years following the date on which the Company notifies Nexperia of epiwafer qualification of a second source and (ii) April 1, 2028.

In connection with the option agreement, the Company has also amended and restated its existing intracompany license agreement with TJE to clarify Nexperia's rights upon exercise of the Option.

Amended and Restated Development and License Agreement

The Company entered into an amended and restated development and license agreement (the "DLA") with Nexperia, pursuant to which the Company agreed to develop and transfer to Nexperia certain manufacturing process technologies to enable Nexperia to manufacture GaN-based products at Nexperia's facilities. These technologies to be transferred included the Company's Gen-3, Gen-4 (Tranche A), and Gen-5 (Tranche B) process technologies, but do not include the Company's Epi Process Technology (as defined in the DLA). Nexperia also agreed to provide funding for the development of such technologies in return for limited exclusivities in automotive and other fields. Nexperia's rights now include sale of products in the automotive field in Japan along with Transphorm's rights for sale of products in the automotive field in Japan which remain in place. As per the original agreement, after April 2023, Nexperia's exclusive rights for sale of products in the automotive field outside of Japan terminate. In addition, the parties have clarified the ability of Nexperia's customers to use products developed by Nexperia through exercise of its rights under this agreement.

Amended and Restated Supply Agreement

The Company entered into the Supply Agreement with Nexperia, which sets forth the terms under which Nexperia may purchase epiwafers and processed wafers from the Company, and the Company may purchase processed wafers from Nexperia. The agreement specifies that Nexperia is the Company's priority customer with respect to epiwafers manufactured by TJE and, accordingly, has preferred utilization of extra capacity, and further specifies procedures to address expansion of the Company's epiwafer manufacturing capacity and Nexperia's obligations with respect thereto. The term of the Supply Agreement was extended until December 31, 2025, with automatic one year renewals thereafter, and the Company may not terminate the Supply Agreement while the Option Agreement is in effect.

On June 30, 2021, Amendment No. 7 to the LSA was executed to extend the maturity of the Tranche B loans of \$8 million to July 16, 2021.

On July 16, 2021, Nexperia agreed that the \$8 million Tranche B Loan was satisfied in full in connection with the Company transferring its Gen-5 and 1200V technology developments to Nexperia, at which point the Company recognized \$8 million as licensing revenue.

Note 3 - Fair Value Measurements

FASB ASC 820, *Fair Value Measurements and Disclosures*, establishes a three-tier fair value hierarchy for disclosure of fair value measurements as follows:

Level 1 - Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 - Inputs (other than quoted prices included within Level 1) that are observable, unadjusted quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data of substantially the full term of the related assets or liabilities.

Level 3 - Inputs reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date. Inputs are unobservable for the asset or liability. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

The categorization of a financial instrument within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The following table summarizes the Company's liabilities measured at fair value as of the dates presented, by level within the fair value hierarchy (*in thousands*):

	Level 1	Level 2	Level 3
September 30, 2021			
Promissory note	\$ —	\$ —	\$ 15,597
March 31, 2021			
Promissory note	\$ —	\$ —	\$ 16,128

The following table includes the changes in fair value of the promissory note which are Level 3 on the fair value hierarchy (*in thousands*):

April 1, 2021	\$ 16,128
Interest expense accrued	74
Increase in fair value	(605)
September 30, 2021	\$ 15,597
April 1, 2020	\$ 13,885
Interest expense accrued	150
Increase in fair value	2,093
March 31, 2021	\$ 16,128

The Company recorded interest expense of \$36 thousand and \$38 thousand for the three months ended September 30, 2021 and 2020, respectively. The Company recorded interest expense of \$74 thousand and \$75 thousand for the six months ended September 30, 2021 and 2020, respectively. Fair value of promissory note decreased by \$1.6 million and increased by \$709 thousand for the three months ended September 30, 2021 and 2020, respectively. Fair value of promissory note decreased by \$605 thousand and increased by \$2.4 million for the six months ended September 30, 2021 and 2020, respectively.

Level 3 borrowings, which consist of a promissory note, are measured and reported at fair value. As conversion of the promissory note was completed on October 4, 2021, at September 30, 2021, as-converted valuation model was used for the promissory note and a Monte Carlo simulation valuation model was used for warrants issued to purchase shares of common stock upon conversion. Assumptions used for the warrants are a three year term, exercise price of \$6.00, risk free rate of 0.53% and volatility of 48.0%. See Note 12 - Subsequent Events.

A Monte Carlo simulation valuation model was used at March 31, 2021. The models can include assumptions related to the value of the notes that are based on the estimated timing and amounts of future rounds of financing, including the estimated timing of a change in control of the Company, and estimated market interest rates, which represent significant unobservable inputs. Assumptions used are (1) the Company is worth today what it can generate in future cash to the Company, (2) cash received today is more than an equal amount of cash received in the future, and (3) future cash flows can be reasonably estimated. There were no transfers in or out of level 3 fair value instruments.

The following table summarizes assumptions used for fair value of promissory note as of the dates presented:

	September 30, 2021	March 31, 2021
Stock price	\$4.75	\$3.75
Time	—	1.5 years
Risk-free rate	—	0.12%
Volatility	48.0%	50.6%

Note 4 - Concentration of Credit Risk and Significant Customers

The Company manages its credit risk associated with exposure to distributors and direct customers on outstanding accounts receivable through the application of credit approvals and other monitoring procedures. Credit sales, which are mainly on credit terms of 30 to 60 days, are only made to customers who meet the Company's credit standards, while sales to new customers or customers with low credit ratings are usually made on an advance payment basis. The Company closely monitors the aging of accounts receivable from its distributors and direct customers, and regularly reviews their financial positions, where available.

Significant customers are those that represent 10% or more of revenue or accounts receivable and are set forth in the following table:

	Accounts Receivable As of	
	September 30, 2021	March 31, 2021
Customer A	12.9%	31.1%
Customer B	31.2%	33.9%
Customer C	19.5%	*
Customer D	11.2%	*
Customer E	*	10.0%

	Revenue for the Three Months Ended September 30,		Revenue for the Six Months Ended September 30,	
	2021	2020	2021	2020
Customer A	73.9%	25.3%	62.2%	72.1%
Customer B	*	61.4%	13.9%	22.4%
Customer C	*	*	*	*
Customer D	*	*	*	*
Customer E	*	*	*	*

* Less than 10% of total

Customer A is a related party and Customer B is a government agency. See Note 11 - Related Party Transactions.

Note 5 - Inventory

Inventory consists of the following as of the dates presented (*in thousands*):

	September 30, 2021	March 31, 2021
Raw materials	\$ 1,545	\$ 626
Work in process	2,045	1,054
Finished goods	1,184	543
Total	\$ 4,774	\$ 2,223

An inventory write-off of \$60 thousand and \$112 thousand was recorded for the three months ended September 30, 2021 and 2020, respectively. An inventory write-off of \$194 thousand and \$105 thousand was recorded for the six months ended September 30, 2021 and 2020, respectively.

Note 6 - Debts

Development Loans

On April 4, 2018, the Company entered into a Loan and Security Agreement (“LSA”) and Development and License Agreement (“DLA”) with Nexperia. The LSA provided for term loans in an aggregate principal amount of up to \$15.0 million, which term loans were available in tranches (Tranche A, Tranche B and Tranche B-1) and subject to the satisfaction of specified conditions. The Tranche A Loan of \$5.0 million initially was scheduled to mature on the earlier of the date a specified report is required to be delivered under the DLA or March 31, 2020. On April 8, 2020, the maturity of the Tranche A loan was extended to April 30, 2020 and, on April 28, 2020, the

maturity of the Tranche A Loan was further extended to June 30, 2020. On June 29, 2020, the Tranche A Loan of \$5.0 million was satisfied in full when the Company transferred its Gen-4 technology development to Nexperia. The Tranche B Loan of \$8.0 million and Tranche B-1 Loan of \$2.0 million mature on the earlier of the date a specified report is required to be delivered under the DLA or March 31, 2021, subject to extension as provided in the LSA. On March 1, 2021, the maturity of the Tranche B Loan of \$8.0 million and Tranche B-1 Loan of \$2.0 million was extended to June 30, 2021. On May 18, 2021, Tranche B-1 Loan of \$2.0 million was converted into a Tranche C-1 Loan, which Tranche C-1 Loan has the same terms and conditions as the existing Tranche C Loan. On June 30, 2021, the maturity of the Tranche B Loan was extended to July 16, 2021. On July 16, 2021, the Tranche B Loan of \$8.0 million was satisfied in full when the Company transferred its Gen-5 and 1200V technology developments to Nexperia. See Note 2 - Nexperia Arrangement.

As of September 30, 2021, and March 31, 2021, aggregate principal amount of term loans outstanding under the LSA were \$0 and \$10.0 million, respectively.

Revolving Credit Facility

The LSA also provided a \$10.0 million revolving loan (Tranche C Loan) that was scheduled to mature at the earlier of (i) April 3, 2021, and (ii) the date a Change of Control (as defined in the LSA) of the Company occurs. Interest payable by the Company accrues on the outstanding principal amount of the loans during such period at a rate of 6% per annum. The credit facility is secured against certain of our U.S. patents not relating to MOCVD or epiwafer technology. On March 1, 2021, the maturity of the Tranche C Loan of \$10.0 million was extended to May 18, 2021. On May 18, 2021, the maturity of the Tranche C Loan was extended to the earlier of April 4, 2023 and the occurrence of specified change of control events, and \$2.0 million Tranche B-1 Loan converted into a Tranche C-1 Loan (the "Tranche C Loans" together with the Tranche C Loan) with the same terms and conditions as the existing Tranche C Loan. See Note 2 - Nexperia Arrangement.

The Tranche C Loans are recorded based on principal in the amount of \$12.0 million and accrued interest (6% interest per annum). The Company recorded interest expense of \$184 thousand and \$153 thousand for the three months ended September 30, 2021 and 2020, respectively, and \$350 thousand and \$305 thousand for the six months ended September 30, 2021 and 2020, respectively. The Company paid interest expense of \$166 thousand and \$762 thousand for the three months ended September 30, 2021 and 2020, respectively, and \$316 thousand and \$762 thousand for the six months ended September 30, 2021 and 2020, respectively. As of September 30, 2021 and March 31, 2021, the total balance of the revolving credit facility was \$12.2 million and \$10.2 million, respectively.

Promissory Note

The Company's stated value of promissory note obligation as of the dates presented consists of the following (in thousands):

	Interest Rate	Due Date	September 30, 2021	March 31, 2021
Yaskawa Note	1.00%	September 2022	\$ 15,597	\$ 15,523

Pursuant to ASC 825-10-15-4, the Company elected to apply the fair value option for the promissory note. As of the dates presented, the Company determined the fair value for the note, as compared to the face value, including accrued interest, as follows (in thousands):

	September 30, 2021	March 31, 2021
Yaskawa Note	\$ 15,597	\$ 16,128

Fair value of promissory note decreased \$605 thousand and increased \$2.4 million for the six months ended September 30, 2021 and 2020, respectively.

In October 2017, the Company issued an unsecured subordinated convertible promissory note to Yaskawa (the “Yaskawa Note”) for \$15.0 million. The stated interest rate of the Yaskawa Note is 1.0%, and principal plus interest is due on the earlier of September 30, 2022, or the date of the occurrence of an Event of Default, Change of Control or an Initial Public Offering (all terms as defined in the Yaskawa Note). In connection with the Merger, the Yaskawa Note was amended to be convertible at the option of the holder into a maximum of 3,076,171 shares of our common stock at a conversion price of \$5.12 per share.

On October 4, 2021, the Company entered into a Note Amendment and Conversion Agreement with Yaskawa to (i) reduce the conversion price of the Yaskawa Note from \$5.12 per share to \$5.00 per share and (ii) remove the limitation on the maximum number of shares of the Company’s stock that may be issued upon conversion of the Yaskawa Note. Yaskawa simultaneously elected to convert the outstanding principal amount (plus accrued but unpaid interest) under the Yaskawa Note, which as of the effective date of the conversion totaled \$15.6 million, into an aggregate of 3,120,000 shares of our common stock. The Company also issued to Yaskawa a warrant to purchase up to 650,000 shares of common stock at an exercise price of \$6.00 per share with a term of three years. See Note 12 - Subsequent Events.

In connection with its promissory note obligation, the Company recorded interest expense of \$36 thousand and \$38 thousand for the three months ended September 30, 2021 and 2020, respectively and \$74 thousand and \$75 thousand for the six months ended September 30, 2021 and 2020, respectively. In accordance with the terms of the promissory note, interest is added to the principal balance and is reflected in the carrying value on the consolidated balance sheet. As of September 30, 2021 and March 31, 2021, accrued interest on the promissory note was \$597 thousand and \$523 thousand, respectively.

In December 2020, we entered into a cooperation and development agreement with Yaskawa, pursuant to which Yaskawa agreed to provide \$4.0 million over approximately three years to fund development activities related to industrial power conversion applications, with an initial focus on servo motor drive applications. Yaskawa provided payments of \$1.0 million and \$750 thousand of this \$4.0 million commitment in December 2020 and July 2021, respectively. Accordingly, with respect to the \$1.0 million payment, the Company recognized \$333 thousand as revenue in each of the three months ended December 31, 2020, March 31, 2021 and June 30, 2021 and, with respect to the \$750 thousand payment, the Company recognized \$375 thousand as revenue for the three months ended September 30, 2021.

As of September 30, 2021, the scheduled maturity of the Company’s borrowings under the Tranche C Loans and the Yaskawa Note was as follows (in thousands):

Year Ending March 31,		
2022	\$	15,784
2023		—
2024		12,000
Total	\$	27,784

Note 7 - Investment in Aizu Fujitsu Semiconductor Wafer Solution Limited (“AFSW”)

Through July 31, 2021, the Company was party to a joint venture agreement (the “JVA”), by and among Aizu Fujitsu Semiconductor Limited, Fujitsu Semiconductor Limited (“FSL”), the Company and Transphorm Aizu, Inc. (“Transphorm Aizu”) for the ownership and operations of AFSW. Through July 31, 2021, the Company held a 49% interest in AFSW through Transphorm Aizu, the Company’s wholly-owned subsidiary established in Japan to manage the financial transactions around AFSW. Transphorm Aizu and FSL funded AFSW based on a mutually agreed funding schedule, which was adjusted as agreed upon by both parties during the three months ended September 30, 2021. Any outstanding balances were reviewed upon the conclusion of the JVA effective July 31, 2021 to assess unfunded commitment to joint venture liability. During the three and six months ended September 30, 2021, the Company recognized a \$1.5 million gain, in other income, upon termination of the JVA and settlement of its obligation.

On April 1, 2020, FSL exercised its put option under the JVA and notified us that FSL intended to exit the joint venture by selling its 51% interest in AFSW to us. In December 2020, the Company entered into a joint venture agreement with JCP Capital Management, LLC (controlling party with 75% ownership) to create GaNovation, a joint venture company in Singapore, to engage in the business of distribution, development and supply of GaN products and, upon approval of the regulatory authorities in Japan, to purchase FSL's and Transphorm's interests in AFSW. In July 2021, regulatory authorities in Japan approved GaNovation's purchase of 100% of the interests in AFSW from Transphorm and FSL. On July 20, 2021, Transphorm Aizu entered into a Share Purchase Agreement (the "Purchase Agreement") with GaNovation, pursuant to which GaNovation agreed to acquire Transphorm's 49% interest in AFSW from Transphorm Aizu for 1 Japanese Yen. The closing of the Purchase Agreement occurred on August 1, 2021. Following the closing of the Purchase Agreement and other concurrent transactions between GaNovation and FSL, Transphorm, through GaNovation, holds a 25% interest in AFSW (down from the previous 49%). For at least one year following the closing, we have agreed to use our best efforts to maintain the operations of AFSW.

AFSW manufactures semiconductor products exclusively for its owners under manufacturing agreements at prices estimated to cover the cost of production. AFSW was determined to be a variable interest entity as the equity at risk was not believed to be sufficient. AFSW depends on its owners for any additional cash. The Company extended \$3.1 million and \$3.8 million to AFSW to fund AFSW's operations for the six months ended September 30, 2021 and 2020, respectively. The Company's known maximum exposure to loss approximated the carrying value of its investment balance, which included the financing. Potential future losses could be higher than the carrying amount of the Company's investment, as we are liable, along with the other owner, for other future operating costs or obligations of AFSW. In addition, because Transphorm is currently committed to purchasing GaN wafers and production-related services from AFSW at pre-agreed pricing based upon the Company's second generation products, the Company may be required to purchase products at a higher cost for its newer generation products. Investment in AFSW was \$89 thousand as of September 30, 2021 and unfunded commitment to AFSW was \$1.9 million as of March 31, 2021.

The Company's investment activities in AFSW for the periods presented are summarized below (*in thousands*):

	For the Six Months Ended September 30, 2021	For the Three Months Ended March 31, 2021
Beginning balance	\$ (1,866)	\$ (1,466)
Investment	3,081	968
Loss	(2,582)	(1,468)
Gain	1,455	—
Effect of exchange rate change	1	100
Ending balance	\$ 89	\$ (1,866)

Summarized financial information of AFSW for the periods indicated, as provided by the controlling owner, are as follows (*in thousands*):

	As of			
	September 30, 2021		March 31, 2021	
Current assets	\$	1,876	\$	932
Long-term assets	\$	5,316	\$	5,330
Other current liabilities	\$	3,352	\$	2,200
Due to controlling owner	\$	1,736	\$	22,354
Due (from) to Transphorm	\$	(21)	\$	13,179
Net income (deficit)	\$	2,127	\$	(31,471)

	For the Three Months Ended September 30,		For the Six Months Ended September 30,	
	2021	2020	2021	2020
Sales	\$ 2,265	\$ 492	\$ 3,695	\$ 1,030
Gross loss	\$ (2,357)	\$ (3,170)	\$ (4,756)	\$ (6,318)
Net loss	\$ (3,196)	\$ (3,965)	\$ (6,237)	\$ (7,754)

Note 8 - Commitments and Contingencies

Commitment with a Government Agency

In connection with a contract with a government agency, the Company entered into a commitment to acquire equipment and services from vendors totaling \$7.4 million, all of which is reimbursable. The Company has made total purchases of \$7.1 million cumulatively as of September 30, 2021, of which \$7.1 million was reimbursed by the government agency as of September 30, 2021. During the three and six months ended September 30, 2021, the Company made purchases of \$116 thousand and \$228 thousand, respectively, and the remaining accounts payable to the vendors was \$47 thousand as of September 30, 2021. For the three months ended March 31, 2021, the Company made purchases of \$270 thousand, of which \$124 thousand was in accounts payable as of March 31, 2021.

In September 2021, the Company was awarded a \$0.9 million contract with a \$0.5 million option by a government agency for delivering epiwafer technology. The Company billed \$3 thousand for the three and six months ended September 30, 2021.

Operating Leases

The Company leases office and fabrication space in Goleta, California, and office space in Campbell, California and in Japan under noncancelable operating lease agreements. The terms of certain leases provide for escalating rental payments through the term of the lease. The Company recognizes rent expense on a straight-line basis over the lease term and accrues for rent expense incurred but not paid.

As of September 30, 2021, future minimum operating lease commitments were as follows (in thousands):

Year Ending March 31,	
2022	\$ 317
2023	566
2024	570
Thereafter	144
Total	\$ 1,597

The Company recorded rent expense, net of rental income, which includes common area maintenance fees in addition to the base rent, of \$240 thousand and \$228 thousand for the three months ended September 30, 2021 and 2020, respectively, and of \$465 thousand and \$422 thousand for the six months ended September 30, 2021 and 2020, respectively. Rental income from a noncancelable sublease was \$0 and \$45 thousand for the three months ended September 30, 2021 and 2020, respectively, and \$0 and \$91 thousand for the six months ended September 30, 2021 and 2020, respectively. As of September 30, 2021, there is no the future minimum rental payments to be received under the noncancelable sublease.

Contingencies

During the ordinary course of business, the Company may become a party to legal proceedings incidental to its business. The Company accrues contingent liabilities when it is probable that future expenditures will be made and such expenditures can be reasonably estimated. Legal cost is expensed as incurred. The Company is not aware of any material legal claims or assessments. Although the results of litigation and claims are inherently unpredictable, management believes there was not at least a reasonable possibility that the Company had incurred a material loss with respect to any loss contingencies as of September 30, 2021 and through the issuance of these financial statements.

Indemnification

The Company from time to time enters into types of contracts that contingently require the Company to indemnify parties against third-party claims. These contracts primarily relate to: (1) real estate leases, under which the Company may be required to indemnify property owners for environmental and other liabilities and for other claims arising from the Company's use of the applicable premises; (2) agreements with the Company's officers, directors, and employees, under which the Company may be required to indemnify such persons from liabilities arising out of their relationship; (3) indemnifying customers in the event of product failure; and (4) agreements with outside parties that use the Company's intellectual property, under which the Company may indemnify for copyright or patent infringement related specifically to the use of such intellectual property.

Historically, the Company has not been required to make payments under these obligations, and no liabilities have been recorded for these obligations in the Company's unaudited condensed consolidated financial statements.

Note 9 - Stockholders' Deficit

On February 12, 2020, in connection with the Merger, shares of Transphorm Technology's convertible preferred stock and common stock issued and outstanding immediately prior to the closing of the Merger were converted into shares of the Company's common stock as follows:

- Series 1 convertible preferred stock: 51,680,254 shares issued and outstanding were converted into 12,433,953 shares issued and outstanding;
- Series 2 convertible preferred stock: 38,760,190 shares issued and outstanding were converted into 7,499,996 shares issued and outstanding;

- Series 3 convertible preferred stock: 31,850,304 issued and outstanding were converted into 4,000,000 shares issued and outstanding; and
- Common stock: 50,325,662 shares issued and outstanding were converted into 4,171,571 shares, net of 52,733 redeemed shares from unaccredited investors, issued and outstanding.

In addition, on February 12, 2020, the Company issued 1,650,000 shares in connection with the Merger with Peninsula Acquisition Corporation.

All per share and share amounts for all periods presented have been retroactively adjusted to reflect the effect of the Merger.

In December 2019, the Company amended its certificate of incorporation to authorize two classes of stock, to be designated, respectively, common stock and preferred stock. The total number of shares of stock that the Company shall have authority to issue is 755,000,000 shares, of which 750,000,000 shares are common stock, \$0.0001 par value per share, and 5,000,000 shares are preferred stock, \$0.0001 par value per share.

In April 2021, the Company issued 97,099 shares of common stock as payment of \$500 thousand for one year internet advertising contract with SRAX, Inc.

As of September 30, 2021, 750,000,000 shares of common stock are authorized, of which 41,664,020 shares of common stock were issued and outstanding and 5,000,000 shares of preferred stock are authorized, none of which were issued and outstanding. The Company's Board of Directors has the ability to designate the rights, preferences and privileges for the preferred stock.

Private Placements

On February 12, 2020 and February 27, 2020, we sold an aggregate of 5,380,000 shares of common stock in a private placement offering at a purchase price of \$4.00 per share, with aggregate gross proceeds of \$21.5 million (before deducting placement agent fees and other offering expenses, which were an aggregate of \$1.8 million).

On December 23, 2020, we sold an aggregate of 5,000,000 shares of common stock in a private placement offering at a purchase price of \$3.00 per share and issued warrants to placement agents to purchase 150,000 shares of common stock at a price of \$3.30 per share, with aggregate gross proceeds of \$15.0 million (before deducting placement agent fees, financial advisor fees and other offering expenses, which were an aggregate of \$1.4 million excluding warrant cost of \$223 thousand).

On March 31, 2021, we sold 250,000 shares of common stock in a private placement offering at a purchase price of \$4.00 per share, with gross proceeds of \$1.0 million (before deducting placement agent fees and other offering expenses, which were an aggregate of \$50 thousand).

On August 13, 2021, we sold 1,000,000 shares of common stock in a private placement offering at a purchase price of \$5.00 per share with gross proceeds of \$5.0 million and issued warrants to purchase 209,000 shares of common stock at a price of \$6.00 per share (before deducting legal cost of \$22 thousand).

Common Stock

Common stockholders are entitled to dividends, as and when declared by the Company's Board of Directors, subject to the priority dividend rights of the holders of other classes of stock. There have been no dividends declared to date. The holder of each share of common stock is entitled to one vote.

The Company has reserved shares of common stock for future issuance as of date presented as follows:

	September 30, 2021
Equity incentive plans	7,030,699
Common stock warrants	368,415
Total	7,399,114

Common Stock Warrants

On December 23, 2020, we issued warrants to purchase 150,000 shares of common stock at an exercise price of \$3.30 per share. On August 13, 2021, we issued warrants to purchase 209,000 shares of common stock at an exercise price of \$6.00 per share. These warrants are exercisable by paying cash or by cashless exercise for unregistered shares of common stock. The exercise price of the warrants is subject to standard antidilutive provision adjustment in the case of stock dividends or other distributions on shares of common stock or any other equity or equity equivalent securities payable in shares of common stock, stock splits, stock combinations, reclassifications or similar events affecting our common stock, and also, subject to limitations, upon any distribution of assets, including cash, stock or other property to our stockholders. The exercise price of the warrants is not subject to "price-based" anti-dilution adjustment. We have determined that these warrants related to issuance of common stock are subject to equity treatment because warrant holders have no right to demand cash settlement and there are no unusual anti-dilution rights.

The following warrants to purchase common stock were outstanding as of September 30, 2021:

Number of Shares	Exercise Price	Expiration Date
6,046	\$ 34.74	5 years after an initial public offering of the Company
3,369	\$ 54.41	5 years after an initial public offering of the Company
150,000	\$ 3.30	December 23, 2025
209,000	\$ 6.00	August 13, 2024
368,415		

On October 4, 2021, the Company issued to Yaskawa a warrant to purchase up to 650,000 shares of common stock at an exercise price of \$6.00 per share. The warrant has a term of three years (subject to earlier termination as set forth therein), provides for a cashless exercise feature and is immediately exercisable.

Note 10 - Stock Based Compensation

The 2020 Equity Incentive Plan (the "2020 Plan") was approved by Transphorm Technology's board of directors on February 10, 2020 and Transphorm Technology's stockholders on February 12, 2020, and became effective on the business day immediately prior to the closing of the Merger. Our stockholders approved the 2020 Plan on February 11, 2020. We assumed the 2020 Plan in connection with the Merger. The 2020 Plan provides for the grant of incentive stock options, within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), to our employees and our parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, stock appreciation rights, restricted stock, restricted stock units ("RSUs"), performance units, and performance shares to our employees, directors, and consultants and our parent and subsidiary corporations' employees and consultants. As of September 30, 2021, there were 951,637 restricted stock units

outstanding under the 2020 Plan, 2,506,531 stock options outstanding under the 2020 Plan, and 3,572,531 shares available for grant (which includes an automatic increase of 2,026,599 shares on April 1, 2021) under the 2020 Plan.

Subject to the adjustment provisions of the 2020 Plan, and the automatic increase described in the 2020 Plan, the maximum aggregate number of shares of our common stock that may be issued under the 2020 Plan is 5,050,000 shares of our common stock, which includes (i) 2,588,077 shares initially reserved for issuance, plus (ii) any shares of our common stock subject to issued and outstanding awards under the 2007 Plan or 2015 Plan that were assumed in the Merger and that, on or after the closing of the Merger, expire or otherwise terminate without having been exercised or issued in full, are tendered to or withheld by us for payment of an exercise price or for tax withholding obligations, or are forfeited to or repurchased by us due to failure to vest, with the maximum number of shares to be added to the 2020 Plan pursuant to this clause (ii) equal to 2,461,923 shares. Subject to the adjustment provisions of the 2020 Plan, the number of shares of common stock available for issuance under the 2020 Plan will also include an annual increase on the first day of each fiscal year beginning with our 2022 fiscal year and ending on (and including) our 2030 fiscal year, in an amount equal to the least of: 5,000,000 shares of our common stock; five percent (5%) of the outstanding shares of our common stock on the last day of the immediately preceding fiscal year; or such number of shares of our common stock as the administrator of the 2020 Plan may determine.

Stock Options

The following table summarizes stock option activity and related information for the periods presented:

	Number of Options	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (1) (in thousands)
Outstanding at July 1, 2021	2,462,414	\$ 4.79	5.82	\$ 720
Options granted	55,000	\$ 4.50		
Options exercised	—	\$ —		
Options canceled	(10,883)	\$ 6.47		
Outstanding at September 30, 2021	2,506,531	\$ 4.77	5.67	\$ 590
Exercisable at September 30, 2021	2,224,110	\$ 4.64	5.19	\$ 569
Outstanding at July 1, 2020	2,454,687	\$ 4.74	6.33	\$ —
Options granted	—	\$ —		
Options exercised	(3,475)	\$ 3.80		
Options canceled	(123,789)	\$ 5.91		
Outstanding at September 30, 2020	2,327,423	\$ 4.68	6.16	\$ 167
Exercisable at September 30, 2020	2,211,723	\$ 4.74	6.08	\$ 111

(1) Intrinsic value represents the excess of the fair value on the last day of the period, which was \$4.52 and \$4.00 as of September 30, 2021 and 2020, respectively, over the exercise price, multiplied by the number of options.

	Number of Options	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (1) (in thousands)
Outstanding at April 1, 2021	2,543,125	\$ 4.82	6.05	\$ —
Options granted	55,000	\$ 4.50		
Options exercised	(31,925)	\$ 4.21		
Options canceled	(59,669)	\$ 6.78		
Outstanding at September 30, 2021	2,506,531	\$ 4.77	5.67	\$ 590
Exercisable at September 30, 2021	2,224,110	\$ 4.64	5.19	\$ 569
Outstanding at April 1, 2020	2,458,091	\$ 4.74	6.58	\$ —
Options granted	—	\$ —		
Options exercised	(3,475)	\$ 3.80		
Options canceled	(127,193)	\$ 5.85		
Outstanding at September 30, 2020	2,327,423	\$ 4.68	6.16	\$ 167
Exercisable at September 30, 2020	2,211,723	\$ 4.74	6.08	\$ 111

(1) Intrinsic value represents the excess of the fair value on the last day of the period, which was \$4.52 and \$4.00 as of September 30, 2021 and 2020, respectively, over the exercise price, multiplied by the number of options.

Stock-based compensation expense is determined based on the fair value of the Company's common stock as determined by the Board of Directors and assumptions such as volatility, expected term, risk-free interest rates, and other factors. Changes in the deemed fair value of the common stock, the underlying assumptions in the calculations, the number of options granted or the terms of such options, the expected forfeiture rate, the treatment of tax benefits and other changes may result in significant differences in the amounts or timing of the compensation expense recognized. The assumptions and estimates are made as follows:

- **Expected Volatility** - The Company utilizes the historical volatility of representative public companies to determine its expected volatility, as the trading history of the Company's common stock is limited.
- **Estimated Forfeitures** - The Company adopted ASU 2016-09, Compensation-Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting and has elected to account for forfeitures as they occur and therefore, stock-based compensation expense has been calculated based on actual forfeitures in the statements of operations, rather than our previous approach which was net of estimated forfeitures. The net cumulative effect of this change was not material.
- **Expected Dividend Yield** - The Company has not issued any common stock dividends; therefore, a dividend yield of zero was used.
- **Risk-Free Interest Rate** - The Company bases the risk-free interest rate used in the Black-Scholes-Merton option pricing model on the implied yield currently available on United States Treasury zero-coupon issues with an equivalent expected term.
- **Expected Term** - The expected term of stock options represents the period that the Company's stock options are expected to be outstanding. The Company generally uses the simplified method to calculate the expected term for employee grants.

The assumptions used to value options granted to employees during the periods presented was as follows:

	Three and Six Months Ended September 30,	
	2021	2020
Weighted average expected life (in years)	6.11	—
Risk-free interest rate	1.08%	—
Expected volatility	43.79%	—
Grant date fair market value	\$4.50	—
Grant date fair value	\$1.94	—
Dividend yield	—%	—

Restricted Stock

Restricted Stock Awards

RSAs are grants of shares of our common stock that vest in accordance with terms and conditions established by the Company's Board of Directors. Recipients of RSAs generally will have voting and dividend rights with respect to such shares upon grant without regard to vesting, unless the RSA agreement provides otherwise. Shares of restricted stock that do not vest are subject to forfeiture. In September 2020, we granted 123,501 RSAs outside of our 2020 Plan, 98,450 of which were fully vested on the date of grant and the remainder of which vested in January 2021. In December 2020, we granted 12,000 RSAs outside of our 2020 Plan, all of which were fully vested on the date of grant. There were no RSAs outstanding as of March 31, 2021 and no RSA activities during the three and six months ended September 30, 2021.

Restricted Stock Units

RSUs are grants of shares of our common stock that vest in accordance with terms and conditions established by the administrator of the 2020 Plan. Subject to the provisions of the 2020 Plan, the administrator determines the terms and conditions of RSUs, including the vesting criteria. We granted 816,180 RSUs during the three months ended September 30, 2020, 4,000 of which were fully vested on the date of grant. The remainder of the RSUs are scheduled to vest as follows: one third will vest on each of January 1, 2022, January 1, 2023 and July 1, 2023, in each case subject to the RSU holders' continued status as a service provider to the Company through each vesting date. We granted 137,452 RSUs during the three months ended March 31, 2021, which are scheduled to vest in various periods, beginning immediately and ending on February 2025, in each case subject to the RSU holders' continued status as a service provider to the Company through each vesting date. We granted 35,000 RSUs during the three months ended September 30, 2021, 25 percent of which are scheduled to vest after one year and the remainder are scheduled to vest each quarter for three years, in each case subject to the RSU holders' continued status as a service provider to the Company through each vesting date.

The following table summarizes RSU activity and related information for the periods presented:

	September 30, 2021			
	Three Months Ended		Six Months Ended	
	Number of Shares	Weighted-Average Grant Date Fair Value Per Share	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
Balance at beginning of period	922,037	\$ 3.96	935,397	\$ 3.96
Granted	35,000	\$ 3.75	35,000	\$ 3.75
Vested	(2,000)	\$ 3.75	(3,000)	\$ 3.75
Canceled	(3,400)	\$ 3.93	(15,760)	\$ 3.98
Balance at end of period	951,637	\$ 3.96	951,637	\$ 3.96

	September 30, 2020			
	Three Months Ended		Six Months Ended	
	Number of Shares	Weighted-Average Grant Date Fair Value Per Share	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
Balance at beginning of period	—	\$ —	—	\$ —
Granted	816,180	\$ 4.00	816,180	\$ 4.00
Vested	(4,000)	\$ 4.00	(4,000)	\$ 4.00
Canceled	—	\$ —	—	\$ —
Balance at end of period	812,180	\$ 4.00	812,180	\$ 4.00

Stock-Based Compensation

The accompanying unaudited condensed consolidated statement of operations and comprehensive loss includes stock-based compensation expense for the periods presented as follows (in thousands):

	Three Months Ended September 30,		Six Months Ended September 30,	
	2021	2020	2021	2020
Cost of revenue	\$ 39	\$ 17	\$ 66	\$ 28
Research and development	111	62	238	102
Sales and marketing	35	11	71	16
General and administrative	326	494	633	542
Total	\$ 511	\$ 584	\$ 1,008	\$ 688

Unrecognized Stock-Based Compensation

Unrecognized stock-based compensation expense as of dates presented was as follows (in thousands):

	September 30, 2021		September 30, 2020	
	Unrecognized Expense	Average Expected Recognition Period (in years)	Unrecognized Expense	Average Expected Recognition Period (in years)
Stock options	\$ 339	4.35	\$ 113	0.87
Restricted stock	1,831	1.50	3,297	2.64
Total	\$ 2,170	1.77	\$ 3,410	2.43

Note 11 - Related Party Transactions

During the three months ended September 30, 2021, the Company entered into the following related party transactions:

- Recorded \$1.5 million as gain in other income, recorded \$875 thousand in cost of goods sold for services, recorded \$74 thousand in research and development expense, purchased \$70 thousand of inventory, paid \$37 thousand in consumption tax and incurred \$81 thousand for employees and related benefits from the AFSW joint venture;
- Sold \$2 thousand of products to non-controlling stockholders of the Company, incurred \$61 thousand of license maintenance fee and recorded \$171 thousand in consulting expense from a non-controlling stockholder of the Company;
- Recorded \$375 thousand in revenue per a cooperation and development agreement with Yaskawa;
- Recorded \$145 thousand in revenue from GaNovation; and
- Recorded \$8.0 million in license fee income, recorded \$38 thousand of reimbursements in license maintenance fee, recorded \$184 thousand in interest expense, and sold \$308 thousand of products to Nexperia. See Note 2 - Nexperia Arrangement.

During the six months ended September 30, 2021, the Company entered into the following related party transactions:

- Recorded \$1.5 million as gain in other income, recorded \$1.5 million in cost of goods sold for services, recorded \$299 thousand in research and development expense, purchased \$70 thousand of inventory, paid \$37 thousand in consumption tax and incurred \$97 thousand for employees and related benefits from the AFSW joint venture;
- Sold \$19 thousand of products to non-controlling stockholders of the Company, incurred \$111 of license maintenance fee and recorded \$176 thousand in consulting expense from a non-controlling stockholder of the Company;
- Recorded \$709 thousand in revenue per a cooperation and development agreement with Yaskawa;
- Recorded \$154 thousand in revenue from GaNovation; and
- Recorded \$8.5 million in license fee income, recorded \$75 thousand of reimbursements in license maintenance fee, recorded \$350 thousand in interest expense, and sold \$506 thousand of products to Nexperia. See Note 2 - Nexperia Arrangement.

As of September 30, 2021, total due from related parties was \$983 thousand, consisting of \$631 thousand due from the AFSW joint venture, \$2 thousand accounts receivable from non-controlling stockholders of the Company, \$145 thousand accounts receivable from GaNovation, and \$204 thousand accounts receivable from a stockholder and noteholder of the Company. As of September 30, 2021, total accounts payable to related parties was \$652 thousand to the AFSW joint venture and \$11 thousand to Nexperia, and deferred revenue to Yaskawa was \$375 thousand.

During the three months ended September 30, 2020, the Company entered into the following related party transactions:

- Recorded \$60 thousand in cost of goods sold for services, recorded research and development expense of \$418 thousand and recorded \$10 thousand in payroll related costs from the AFSW joint venture;
- Sold \$113 thousand of products to non-controlling stockholders of the Company and incurred \$50 thousand of license maintenance fee from a non-controlling stockholder of the Company; and
- Recorded \$31 thousand in license fee income, recorded \$280 thousand in EPI Gen 4 Wafer growth sales, recorded \$38 thousand of reimbursements in license maintenance fee, recorded \$153 thousand in interest expense and sold \$174 thousand of products to Nexperia. See Note 2 - Nexperia Arrangement.

During the six months ended September 30, 2020, the Company entered into the following related party transactions:

- Recorded \$117 thousand in cost of goods sold for services, recorded research and development expense of \$826 thousand and recorded \$25 thousand in payroll related costs from the AFSW joint venture;
- Sold \$140 thousand of products to non-controlling stockholders of the Company and incurred \$100 thousand of license maintenance fee from a non-controlling stockholder of the Company; and
- Recorded \$5.1 million in license fee income, recorded \$280 thousand EPI Gen 4 Wafer growth sales, recorded \$75 thousand of reimbursements in license maintenance fee, recorded \$305 thousand in interest expense, recorded \$231 thousand reimbursement for research and development, and sold \$533 thousand of products to Nexperia. See Note 2 - Nexperia Arrangement.

As of March 31, 2021, total due from related parties was \$14.1 million, consisting of \$13.5 million due from the AFSW joint venture, \$5 thousand accounts receivable from non-controlling stockholders of the Company, and \$503 thousand accounts receivable from Nexperia. As of March 31, 2021, total accounts payable to related

parties was \$370 thousand to the AFSW joint venture and \$11 thousand to Nexperia, and accrued royalty was \$4 thousand to Furukawa.

Note 12 - Subsequent Events

Promissory Note Amendment and Conversion

On October 4, 2021, the Company entered into a Note Amendment and Conversion Agreement Yaskawa to (i) reduce the conversion price of the Yaskawa Note from \$5.12 per share to \$5.00 per share and (ii) remove the limitation on the maximum number of shares of common stock that may be issued upon conversion of the Yaskawa Note. Pursuant to the agreement, Yaskawa simultaneously elected to convert the outstanding principal amount (plus accrued but unpaid interest) under the Yaskawa Note, which, as of October 4, 2021, totaled \$15.6 million, into an aggregate of 3,120,000 shares of common stock. Upon conversion of the Yaskawa Note, the Company was released from all obligations and liabilities under the Yaskawa Note.

On October 4, 2021, the Company also issued to Yaskawa a warrant to purchase up to 650,000 shares of common stock at an exercise price of \$6.00 per share. The warrant has a term of three years (subject to earlier termination as set forth therein), provides for a cashless exercise feature and is immediately exercisable.

Private Placement of Common Stock and Warrants

Between November 5, 2021 and November 9, 2021, the Company entered into a series of securities purchase agreements (each, a "Purchase Agreement") with accredited investors (the "Purchasers"), including the Company's largest stockholder, pursuant to which the Company issued and sold to the Purchasers (i) an aggregate of 6,600,000 shares of common stock at a purchase price of \$5.00 per share (the "First Closing Shares") and (ii) warrants to purchase an aggregate of 1,375,001 shares of common stock (the "First Closing Warrants"), for aggregate gross proceeds of \$33.0 million (the "Private Placement"). After payment of placement agent cash fees and expenses of the Private Placement, the Company received net proceeds of approximately \$32.2 million. The First Closing Warrants have an exercise price of \$6.00 per share, provide for a cashless exercise feature, and are exercisable until the third anniversary of the date of issuance.

Pursuant to the Purchase Agreements, during the Second Investment Period (as described below), each Purchaser has the right (but not the obligation) (an "Option"), subject to the satisfaction of customary closing conditions, to purchase and acquire from the Company (i) additional shares of common stock at a purchase price of \$5.00 per share (the "Second Closing Shares") and (ii) additional warrants to purchase shares of common stock (the "Second Closing Warrants" and together with the First Closing Warrants, the "Warrants"). If and when issued, the Second Closing Warrants would have an exercise price of \$6.00 per share, provide for a cashless exercise feature, and be exercisable until the third anniversary of the date of issuance of the First Closing Warrants. If the Options are exercised in full, the maximum number of Second Closing Shares and Second Closing Warrants that may be issued by the Company is 3,299,999 shares of common stock and warrants to purchase 687,501 shares of common stock.

As set forth in the Purchase Agreements, the "Second Investment Period" begins on the date of the applicable Purchase Agreement and ends on the earliest to occur of: (i) the third anniversary of the applicable agreement; (ii) a Change in Control (as defined in the Purchase Agreements), provided that the Company has given the Purchaser at least 10 days' prior written notice of such Change in Control; (iii) the tenth day after disclosure to the Purchaser of a Change in Control, but only if the Company has not given prior written notice of such Change in Control to the Purchaser in accordance with clause (ii); or (iv) the 90th day following the later of (A) the date on which a registration statement registering the resale of the First Closing Shares and the shares of Common Stock issuable upon exercise of the First Closing Warrants is declared effective by the Securities and Exchange Commission, or (B) the date on which the Company's common stock is first listed on Nasdaq.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our historical financial statements and the related notes thereto contained in this Report. Some of the information contained in this discussion and analysis or set forth elsewhere in this Report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the sections titled "Note Regarding Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a pioneer, and a market and technology leader, in the wide-bandgap GaN power electronics field for high voltage power conversion applications. We deliver high quality and reliable GaN devices with high performance, while providing application design support to a growing customer base. Our GaN devices allow customers to design smaller, lighter and cooler power systems that create increased functional value in end products including smartphone power adapters, smartphone chargers, power supplies for datacenter servers and automotive electric vehicles, among other applications. We deploy our unique vertically integrated innovation model that leverages one of the industry's most experienced GaN engineering teams (with over 300 years of combined experience) at every development stage: device design, materials growth, device fabrication, packaging, circuits and application support. This approach, backed by one of the GaN power industry's largest IP portfolios with access to over 1,000 world-wide patents, has yielded the industry's first automotive-grade AEC-Q101 and JEDEC qualified high voltage GaN FETs. Our innovations are designed to move power electronics beyond the limitations of silicon and provide our customers with the potential to achieve higher efficiency (e.g., titanium-class performance in power supplies), higher power density and, in some designs, an overall lower system cost.

We received our first product order "in volume" (e.g., greater than ten thousand units) for our Gen-2-based TO247 products in January 2018. We introduced our Gen-3 products in June 2018. Also in 2018, we were awarded a contract from the U.S. Navy to become a supplier for GaN epiwafer products for use by the U.S. Department of Defense. In the fourth quarter of 2019, we recognized \$9.0 million of licensing revenue through our first outbound licensing deal with Nexperia. In the second quarter of 2020, we recognized \$5.0 million of licensing revenue from Nexperia related to Gen-4 technology development.

Since our inception we have devoted substantial resources to the research and development of GaN power devices and the protection and enhancement of our intellectual property and have incurred significant operating losses. We had net income of \$6.0 million for the three months ended September 30, 2021 and net loss of \$6.7 million for the three months ended September 30, 2020. We had net loss of \$1,072 thousand and \$9.0 million for the six months ended September 30, 2021 and 2020, respectively. As of September 30, 2021, our accumulated deficit was \$169.5 million. Substantially all of our operating losses have resulted from expenses incurred in connection with research and development activities and from general and administrative costs associated with our operations.

To date, our revenue has been significantly lower than our expenses. Our revenue for the three months ended September 30, 2021 was \$11.3 million, of which \$8.7 million was from related parties. Our revenue for the three months ended September 30, 2020 was \$1.9 million, of which \$598 thousand was from related parties and \$505 thousand was retroactive application since inception due to new government rates during the period. Our revenue for the six months ended September 30, 2021 was \$14.5 million, of which \$9.7 million was from related parties. Our revenue for the six months ended September 30, 2020 was \$8.3 million, of which \$6.1 million was from related parties. For the three and six months ended September 30, 2021 and 2020, Nexperia and the U.S. government each accounted for more than ten percent of our revenues.

Reverse Merger

On February 12, 2020, our wholly-owned subsidiary, Peninsula Acquisition Sub, Inc., a corporation formed in the State of Delaware (“Acquisition Sub”), merged with and into Transphorm Technology (formerly known as Transphorm, Inc.), the corporate existence of Acquisition Sub ceased, and Transphorm Technology became our wholly-owned subsidiary (such transaction, the “Merger”). As a result of the Merger, we acquired the business of Transphorm Technology. The Merger was effective as of February 12, 2020, upon the filing of a certificate of merger with the Secretary of State of the State of Delaware. Immediately after completion of the Merger, we adopted Transphorm Technology’s former company name, “Transphorm, Inc.,” as our company name.

The Merger was treated as a recapitalization and reverse acquisition for us for financial reporting purposes, and Transphorm Technology is considered the acquirer for accounting purposes.

As a result of the Merger and the change in our business and operations, a discussion of the past financial results of Peninsula Acquisition Corporation is not pertinent, and under applicable accounting principles, the historical financial results of Transphorm Technology, the accounting acquirer, prior to the Merger are considered our historical financial results.

At the effective time of the Merger, (i) each share of Transphorm Technology’s common stock issued and outstanding immediately prior to the closing of the Merger was converted into the right to receive (a) 0.08289152527 shares of our common stock (in the case of shares held by accredited investors) or (b) \$4.00 multiplied by 0.08289152527 (in the case of shares held by unaccredited investors), with the actual number of shares of our common stock issued to the former holders of Transphorm Technology’s common stock equal to 4,171,571, (ii) 51,680,254 shares of Transphorm Technology’s Series 1 preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into 12,433,953 shares of our common stock, (iii) 38,760,190 shares of Transphorm Technology’s Series 2 preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into 7,499,996 shares of our common stock, and (iv) 31,850,304 shares of Transphorm Technology’s Series 3 preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into 4,000,000 shares of our common stock. As a result, 28,105,520 shares of our common stock were issued to the former holders of Transphorm Technology’s issued and outstanding capital stock after adjustments due to rounding for fractional shares. Immediately prior to the effective time of the Merger, an aggregate of 682,699 shares of our common stock, owned by the stockholders of Peninsula Acquisition Corporation prior to the Merger, were forfeited and cancelled.

In addition, (i) options to purchase 29,703,285 shares of Transphorm Technology’s common stock issued and outstanding immediately prior to the closing of the Merger under Transphorm Technology’s 2007 Stock Plan and 2015 Equity Incentive Plan were assumed and converted into options to purchase 2,461,923 shares of our common stock, (ii) warrants to purchase 186,535 shares of Transphorm Technology’s common stock issued and outstanding immediately prior to the closing of the Merger were assumed, amended and converted into warrants to purchase 15,461 shares of our common stock, and (iii) Transphorm Technology’s outstanding convertible promissory note was amended to be convertible, at the option of the holder, into shares of our common stock at a conversion price of \$5.12 per share. As of September 30, 2021, there was \$15.0 million of principal and \$597 thousand of accrued and unpaid interest outstanding on the convertible promissory note.

All per share and share amounts for all periods presented have been retroactively adjusted to reflect the effect of the Merger.

Private Placements

In February 2020, we sold 5,380,000 shares of common stock in a private placement offering at a purchase price of \$4.00 per share, with aggregate gross proceeds of \$21.5 million (before deducting placement agent fees and other offering expenses, which were an aggregate of \$1.8 million).

In December 2020, we sold 5,000,000 shares of common stock in a private placement at a purchase price of \$3.00 per share, with aggregate gross proceeds of \$15.0 million (before deducting placement agent fees, financial advisor fees and other offering expenses, which were an aggregate of \$1.4 million excluding warrant cost of \$223 thousand).

In March 2021, we sold 250,000 shares of common stock in a private placement at a purchase price of \$4.00 per share, with aggregate gross proceeds of \$1.0 million (before deducting placement agent fees, financial advisor fees and other offering expenses, which were an aggregate of \$50 thousand).

In August 2021, we sold 1,000,000 shares of common stock in a private placement offering at a purchase price of \$5.00 per share, with aggregate gross proceeds of \$5.0 million (before deducting legal cost of \$22 thousand).

Recent Developments

Between November 5, 2021 and November 9, 2021, we entered into a series of securities purchase agreements (each, a “Purchase Agreement”) with accredited investors (the “Purchasers”), including our largest stockholder, pursuant to which we issued and sold to the Purchasers (i) an aggregate of 6,600,000 shares of common stock at a purchase price of \$5.00 per share (the “First Closing Shares”) and (ii) warrants to purchase an aggregate of 1,375,001 shares of common stock (the “First Closing Warrants”), for aggregate gross proceeds of \$33.0 million (the “Private Placement”). After payment of placement agent cash fees and expenses of the Private Placement, we received net proceeds of approximately \$32.2 million. The First Closing Warrants have an exercise price of \$6.00 per share, provide for a cashless exercise feature, and are exercisable until the third anniversary of the date of issuance.

Pursuant to the Purchase Agreements, during the Second Investment Period (as described below), each Purchaser has the right (but not the obligation) (an “Option”), subject to the satisfaction of customary closing conditions, to purchase and acquire from us (i) additional shares of common stock at a purchase price of \$5.00 per share (the “Second Closing Shares”) and (ii) additional warrants to purchase shares of common stock (the “Second Closing Warrants” and together with the First Closing Warrants, the “Warrants”). If and when issued, the Second Closing Warrants would have an exercise price of \$6.00 per share, provide for a cashless exercise feature, and be exercisable until the third anniversary of the date of issuance of the First Closing Warrants. If the Options are exercised in full, the maximum number of Second Closing Shares and Second Closing Warrants that may be issued by us is 3,299,999 shares of common stock and warrants to purchase 687,501 shares of common stock.

As set forth in the Purchase Agreements, the “Second Investment Period” begins on the date of the applicable Purchase Agreement and ends on the earliest to occur of: (i) the third anniversary of the applicable agreement; (ii) a Change in Control (as defined in the Purchase Agreements), provided that we have given the Purchaser at least 10 days’ prior written notice of such Change in Control; (iii) the tenth day after disclosure to the Purchaser of a Change in Control, but only if we have not given prior written notice of such Change in Control to the Purchaser in accordance with clause (ii); or (iv) the 90th day following the later of (A) the date on which a registration statement registering the resale of the First Closing Shares and the shares of Common Stock issuable upon exercise of the First Closing Warrants is declared effective by the Securities and Exchange Commission, or (B) the date on which our common stock is first listed on Nasdaq.

Key Factors Affecting Our Performance

There are a number of industry factors that affect our business which include, among others:

Overall Demand for Products and Applications Using GaN Devices. Our potential for growth depends significantly on the adoption of GaN materials and devices in the power markets and GaN epiwafer material products in the RF markets, the expansion of the use of GaN devices in infrastructure, IT, datacenter, industrial, automotive and consumer applications such as fast charger/adaptor and gaming power supplies, and our ability to win new designs for these applications. Demand also fluctuates based on various market cycles, continuously

evolving industry supply chains, trade and tariff terms, as well as evolving competitive dynamics in each of the respective markets. These uncertainties make demand difficult to forecast for us and our customers. The COVID-19 pandemic has adversely disrupted and will further disrupt the operations at certain of our customers, partners, suppliers and other third-party providers for an uncertain period of time, including as a result of travel restrictions, adverse effects on budget planning processes, business deterioration, and/or business shutdowns, all of which has impacted our business and results of operations. Some of our customers have experienced delays in their internal development programs and design cycles with our GaN products due to the effects of the COVID-19 pandemic, which have led to postponements of their orders of our products and postponements of determinations that our products will be used in their designs for new products under development with corresponding delays in their market introduction and potentially our revenues. Our billings under our contract with the U.S. Navy have been lower than originally expected as a result of the pandemic.

Intense and Constantly Evolving Competitive Environment. Competition in the industries we serve is intense. Many companies have made significant investments in product development and production equipment. To remain competitive, market participants must continuously increase product performance, reduce costs and develop improved ways to serve their customers. To address these competitive pressures, we have invested in research and development activities to support new product development, lower product costs and deliver higher levels of performance to differentiate our products in the market.

Governmental Trade and Regulatory Conditions. Our potential for growth, as with most multinational companies, depends on a balanced and stable trade, political, economic and regulatory environment among the countries where we do business. Changes in trade policy such as the imposition of tariffs or export bans to specific customers or countries could reduce or limit demand for our products in certain markets.

Technological Innovation and Advancement. Innovations and advancements in materials and power technologies continue to expand the potential commercial application for our products. However, new technologies or standards could emerge or improvements could be made in existing technologies that could reduce or limit the demand for our products in certain markets.

Intellectual Property Issues. We rely on patented and non-patented proprietary information relating to product development, manufacturing capabilities and other core competencies of our business. Protection of intellectual property is critical. Therefore, steps such as additional patent applications, confidentiality and non-disclosure agreements, as well as other security measures are important. While we have a strong patent portfolio comprising access to over 1,000 worldwide patents (directly owned or licensed) and there is no actual or, to our knowledge, threatened litigation against us for patent-related matters, litigation or threatened litigation is a common method to effectively enforce or protect intellectual property rights. Such action may be initiated by or against us and would require significant management time and expenses.

Components of Results of Operations

Revenue

Our revenue currently consists of (1) licensing revenue, (2) revenue from our contract with the U.S. Navy and (3) revenue from product sales. Products are sold to distributors and end-users in various sectors such as, but not limited to, the automotive, gaming, industrial, IT, and consumer products industries.

Operating Expenses

Cost of Goods Sold. Cost of goods sold consists of (1) direct product costs incurred for the raw materials and manufacturing services for our products, (2) fixed product costs primarily relating to production, manufacturing and personnel and (3) depreciation and amortization expenses consisting primarily of expenses related to our fixed assets together with amortization of our intangible assets. We expect our cost of goods sold attributable to direct product costs to increase proportionately with increases in revenue, and our cost of goods sold attributable to fixed product costs to remain substantially flat or moderately increase in connection with increases in revenue.

Research and Development. Research and development expenses consist primarily of compensation and related costs for personnel, including stock-based compensation and employee benefits as well as costs associated with design, fabrication, packaging and testing of GaN devices. In addition, research and development expenses include depreciation expenses related to our fixed assets. We expense research and development expenses as incurred. As we continue to invest in developing our technology for new products, we expect research and development expenses to remain flat or moderately increase in absolute dollars but to decline as a percentage of revenue.

Sales and Marketing. Sales and marketing expenses consist primarily of compensation and related costs for personnel, including stock-based compensation and employee benefits, and associated travel costs. Sales and marketing expenses also include costs associated with our support of business development efforts with distributors in Europe and Asia, and costs related to trade shows and marketing programs. We expense sales and marketing expenses as incurred. We expect sales and marketing expenses to increase in absolute dollars in future periods as we increase our sales and expand our sales force and our marketing organization.

General and Administrative. General and administrative expenses consist primarily of compensation and related costs for personnel, including stock-based compensation, employee benefits and travel. In addition, general and administrative expenses include third-party consulting, legal, audit, accounting services, allocations of overhead costs, such as rent, facilities and information technology, and amortization of our intangible assets. We expect general and administrative expenses to increase in absolute dollars in future periods due to additional legal, accounting, insurance, investor relations and other costs associated with being a public company, as well as other costs associated with growing our business.

Interest Expense

Interest expense consists primarily of interest and amortization of related costs associated with our debts with Nexperia and Yaskawa, respectively.

Equity Loss in Joint Venture

Equity loss in joint venture consists of expenditures to cover the losses associated with our 25% share ownership starting August 2021 and former 49% share ownership of AFSW. The potential magnitude of this loss may increase or decrease in the future based upon changes in our shareholding percentage in AFSW and the level of operating expenses incurred by AFSW.

Changes in Fair Value of Promissory Note

Changes in the fair value of promissory note reflect valuation changes in the notes held by the Company. Offering costs are expensed as incurred.

Other Income, Net

Other income, net of other expenses, consists primarily of income generated from subleasing a portion of our research and development facility located in California.

Tax Expense

Tax expense consists primarily of income taxes in certain foreign and state jurisdictions in which we conduct business.

Results of Operations

Comparison of the Three Months Ended September 30, 2021 and 2020

The following table sets forth our unaudited condensed consolidated statements of operations data for the periods indicated (in thousands, except percentages):

	Three Months Ended September 30,		Change	
	2021	2020	Amount	Percentage
Revenue, net	\$ 11,303	\$ 1,929	\$ 9,374	486.0 %
Operating expenses:				
Cost of goods sold	2,239	2,043	196	9.6 %
Research and development	1,591	1,071	520	48.6 %
Sales and marketing	825	547	278	50.8 %
General and administrative	2,714	2,688	26	1.0 %
Total operating expenses	7,369	6,349	1,020	16.1 %
Income (loss) from operations	3,934	(4,420)	8,354	189.0 %
Interest expense	220	191	29	15.2 %
Loss in joint venture	1,092	1,943	(851)	(43.8) %
Changes in fair value of promissory note	(1,629)	709	(2,338)	(329.8) %
Other income, net	(1,729)	(523)	1,206	230.6 %
Income (loss) before tax expense	5,980	(6,740)	12,720	188.7 %
Tax expense	—	—	—	— %
Net income (loss)	\$ 5,980	\$ (6,740)	\$ 12,720	188.7 %

Revenue increased \$9.4 million, or 486.0 percent, to \$11.3 million for the three months ended September 30, 2021 from \$1.9 million for the same period in 2020. The increase is due primarily to a (i) \$7.7 million increase in licensing and service revenue from Nexperia, (ii) \$1.3 million increase in product revenue across various segments, and (iii) \$375 thousand increase in service revenue provided by Yaskawa per a cooperation and development agreement.

Operating expenses increased \$1.0 million, or 16.1 percent, to \$7.4 million for the three months ended September 30, 2021 from \$6.3 million for the same period in 2020, due primarily to a (i) \$520 thousand increase in research and development expense and (ii) \$278 thousand increase in sales and marketing expense.

Cost of goods sold increased \$196 thousand, or 9.6 percent, to \$2.2 million for the three months ended September 30, 2021 from \$2.0 million for the same period in 2020, due primarily to an increased commercial contract cost in connection with increased sales.

Research and development expense increased \$520 thousand, or 48.6 percent, to \$1.6 million for the three months ended September 30, 2021 from \$1.1 million for the same period in 2020, due primarily to a (i) \$138 thousand decrease in reclassification to government cost of goods sold and general and administrative expense, (ii) \$62 thousand increase in lab costs, (iii) \$60 thousand increase in MOCVD recharge costs, and (iv) \$56 thousand increase in salaries and employee benefits.

Sales and marketing expense increased \$278 thousand, or 50.8 percent, to \$825 thousand for the three months ended September 30, 2021 from \$547 thousand for the same period in 2020, due primarily to a \$215 thousand increase in costs related to salaries and employee benefits.

General and administrative expense increased \$26 thousand, or 1.0 percent, to \$2.71 million for the three months ended September 30, 2021 from \$2.69 million for the same period in 2020, due primarily to a (i) \$187 thousand increase in consulting expense and (ii) \$161 thousand increase in insurance expense, offset by a (i) \$165 thousand decrease in government costs, (ii) \$52 thousand decrease in royalty expense and (iii) \$43 thousand decrease in information technology cost.

Interest expense of \$220 thousand for the three months ended September 30, 2021 consists of \$184 thousand for our revolving credit facility with Nexperia and \$36 thousand for our note payable to Yaskawa. Interest expense of \$191 thousand for the three months ended September 30, 2020 consists of \$153 thousand for our revolving credit facility with Nexperia and \$38 thousand for our note payable to Yaskawa.

Loss in joint venture was \$1.1 million for the three months ended September 30, 2021 compared with \$1.9 million for the same period in 2020.

Changes in fair value of promissory note were a \$1.6 million gain and a \$709 thousand loss for the three months ended September 30, 2021 and 2020, respectively.

Other income, net of other expenses, increased \$1.2 million, or 230.6 percent, to \$1.7 million for the three months ended September 30, 2021 from \$523 thousand for the same period in 2020, due primarily to recognition of a \$1.5 million gain upon termination of the JVA between FSL and Transphorm Aizu.

Net income increased \$12.7 million, or 188.7%, to \$6.0 million for the three months ended September 30, 2021 from a \$6.7 million net loss for the same period in 2020. The increase was attributable primarily a to (i) a \$7.7 million increase in licensing revenue from Nexperia, a (ii) \$1.3 million increase in product revenue across various segments, (iii) \$2.3 million increase in positive change in fair value of promissory note, and (iv) \$1.5 million increase from gain upon termination of the JVA between FSL and Transphorm Aizu.

Comparison of the Six Months Ended September 30, 2021 and 2020

The following table sets forth our unaudited condensed consolidated statements of operations data for the periods indicated (in thousands, except percentages):

	Six Months Ended September 30,		Change	
	2021	2020	Amount	Percentage
Revenue, net	\$ 14,519	\$ 8,258	\$ 6,261	75.8 %
Operating expenses:				
Cost of goods sold	4,806	3,291	1,515	46.0 %
Research and development	3,414	2,665	749	28.1 %
Sales and marketing	1,512	1,075	437	40.7 %
General and administrative	5,457	4,746	711	15.0 %
Total operating expenses	15,189	11,777	3,412	29.0 %
Loss from operations	(670)	(3,519)	2,849	81.0 %
Interest expense	424	380	44	11.6 %
Loss in joint venture	2,582	3,799	(1,217)	(32.0) %
Changes in fair value of promissory note	(605)	2,367	(2,972)	(125.6) %
Other income, net	(1,999)	(1,055)	944	89.5 %
Loss before tax expense	(1,072)	(9,010)	7,938	88.1 %
Tax expense	—	—	—	— %
Net loss	\$ (1,072)	\$ (9,010)	\$ 7,938	88.1 %

Revenue increased \$6.3 million, or 75.8 percent, to \$14.5 million for the six months ended September 30, 2021 from \$8.3 million for the same period in 2020. The increase is due primarily to a (i) \$3.4 million increase in licensing and service revenue from Nexperia during the six months ended September 30, 2021, (ii) \$2.1 million increase in production revenue across various segments, (iii) \$709 thousand increase in revenue provided by Yaskawa per a cooperation and development agreement, and (iv) \$163 thousand increase in revenue from our contract with the U.S. Navy.

Operating expenses increased \$3.4 million, or 29.0 percent, to \$15.2 million for the six months ended September 30, 2021 from \$11.8 million for the same period in 2020, due primarily to a (i) \$1.5 million increase in cost of goods sold, (ii) \$749 thousand increase in research and development expense, (iii) \$711 thousand increase in general and administrative expense, and (iv) \$437 thousand increase in sales and marketing expense.

Cost of goods sold increased \$1.5 million, or 46.0 percent, to \$4.8 million for the six months ended September 30, 2021 from \$3.3 million for the same period in 2020, due primarily to an increased commercial contract cost in connection with increased sales.

Research and development expense increased \$749 thousand, or 28.1 percent, to \$3.4 million for the six months ended September 30, 2021 from \$2.7 million for the same period in 2020, due primarily to a (i) \$249 thousand increase in costs related to salaries and employee benefits, (ii) \$254 thousand increase in lab cost and (iii) \$235 thousand decrease of reimbursement in research and development cost, offset primarily by a \$239 thousand decrease in reclassification to government cost of goods sold and general and administrative expense.

Sales and marketing expense increased \$437 thousand, or 40.7 percent, to \$1.5 million for the six months ended September 30, 2021 from \$1.1 million for the same period in 2020, due primarily to a \$380 thousand increase in costs related to salaries and employee benefits.

General and administrative expense increased \$711 thousand, or 15.0 percent, to \$5.5 million for the six months ended September 30, 2021 from \$4.7 million for the same period in 2020, due primarily to a (i) \$322 thousand increase in costs related to salaries and employee benefits, (ii) \$304 thousand increase in consulting expense, (iii) \$139 thousand increase in insurance cost and (iv) \$116 thousand increase in general tax expense, offset by a (i) \$79 thousand decrease in information technology cost and (ii) \$60 thousand decrease in royalty expense .

Interest expense of \$424 thousand for the six months ended September 30, 2021 consists of \$350 thousand for our revolving credit facility with Nexperia and \$74 thousand for our note payable to Yaskawa. Interest expense of \$380 thousand for the six months ended September 30, 2020 consists of \$305 thousand for our revolving credit facility with Nexperia and \$75 thousand for our note payable to Yaskawa.

Loss in joint venture was \$2.6 million for the six months ended September 30, 2021 compared with \$3.8 million for the same period in 2020.

Changes in fair value of promissory note were a \$605 thousand gain and a \$2.4 million loss for the six months ended September 30, 2021 and 2020, respectively.

Other income, net of other expenses, increased \$944 thousand, or 89.5 percent, to \$2.0 million for the six months ended September 30, 2021 from \$1.1 million for the same period in 2020, due primarily to recognition of a \$1.5 million gain upon termination of the JVA between FSL and Transphorm Aizu.

Net loss decreased \$7.9 million, or 88.1 percent, to \$1,072 thousand for the six months ended September 30, 2021 from \$9.0 million for the same period in 2020. The increase was attributable primarily to a (i) \$6.3 million increase in revenue, (ii) \$3.0 million in positive change in fair value of promissory note, and (iii) \$1.2 million decrease in loss in joint venture, offset by a \$3.4 million increase in operating expenses.

Liquidity and Capital Resources

As of September 30, 2021, we had cash on hand of \$2.5 million, other current assets of \$7.7 million and current liabilities of \$21.9 million, resulting in negative working capital of \$11.7 million. As of September 30, 2021, the negative working capital included the promissory note of \$15.6 million.

The Company's ability to sustain operations is dependent mainly on its ability to successfully market and sell its products and through additional financings until profitability with positive cash flows are achieved. The Company currently incurs and historically has incurred losses from operations and expects to do so in the foreseeable future. The Company has sustained recurring losses and negative cash flows from operations which raised substantial doubt about the Company's ability to continue as a going concern. During the six months ended September 30, 2021, the Company used \$8.6 million of cash in operations. Although we expect to continue to incur losses and negative cash flows from operating activities, during November 2021, we raised \$33.0 million from private placements. Consequently, the Company now has sufficient resources to fund its operations for the next twelve months from the date of this filing, and therefore, the substantial doubt about our ability to continue as a going concern has been alleviated. The Company may need to continue to raise additional capital to finance its losses and negative cash flows from operations beyond the next twelve months and may continue to be dependent on additional capital raises.

Future Funding Requirements

In February 2020, we sold 5,380,000 shares of our common stock at a purchase price of \$4.00 per share in a private placement. In December 2020, we sold 5,000,000 shares of our common stock at a purchase price of \$3.00 per share in a private placement. In March 2021, we sold 250,000 shares of our common stock at a purchase price of \$4.00 per share in a private placement. In August 2021, we sold 1,000,000 shares of our common stock at a purchase price of \$5.00 per share in a private placement. In between November 5, 2021 and November 9, 2021, we sold 6,600,000 shares of our common stock at a purchase price of \$5.00 per share in private placements. We believe that our existing cash and cash equivalents will be sufficient to fund our current operating plans for at least the next

twelve months. We will continue to evaluate our projected expenditures relative to our available cash and evaluate financing alternatives in order to satisfy our working capital and other cash requirements.

Our principal sources of liquidity have been cash generated by issuing new shares and promissory notes and, more recently, cash generated from operations.

On April 4, 2018, we entered into a multi-element commercial arrangement with Nexperia in order to raise an aggregate of \$50.0 million in financing with approximately 9.9% equity dilution (on a fully diluted basis) in exchange for performing certain technology and product development activities for Nexperia. The commercial arrangement includes the LSA with Nexperia, which provides for term loans in an aggregate principal amount of up to \$15.0 million and an additional \$9.0 million loan commitment. During 2018, as a result of the arrangement with Nexperia, we received \$29.0 million, consisting of \$16.0 million, \$10.0 million and \$3.0 million from issuing convertible preferred stock, borrowings under a revolving credit facility and recording deferred revenue of license fee, respectively. During 2019, we received the remaining \$21.0 million, consisting of \$15.0 million from borrowings under the LSA and \$6.0 million in licensing revenue. See Note 2 - Nexperia Arrangement to our condensed consolidated financial statements for more information.

Our future capital requirements will depend on many factors including our revenue growth rate, billing frequency, the impact of the COVID-19 pandemic, the timing and extent of spending to support further sales and marketing and research and development efforts, and our obligations in connection with AFSW. The future impact of the COVID-19 pandemic cannot be predicted with certainty and may make it more difficult or preclude us from raising additional capital, increase our costs of capital and otherwise adversely affect our business, results of operations, financial condition and liquidity. We may in the future enter into arrangements to acquire or invest in complementary businesses, services and technologies, including intellectual property rights. We will require additional equity or debt financing, which we may not be able to raise on terms acceptable to us or at all. If we are unable to raise additional capital when required, our business, results of operations and financial condition would be materially and adversely affected, or we may need to cease operations altogether.

Cash Flows

As of September 30, 2021, our cash and cash equivalents were \$2.0 million. The following table shows a summary of our cash flows for the periods presented (*in thousands*):

	Six Months Ended September 30,		Change
	2021	2020	
Net cash (used in) provided by:			
Operating activities	\$ (8,612)	\$ (6,542)	\$ (2,070)
Investing activities	(3,490)	(3,825)	335
Financing activities	5,134	14	5,120
Decrease in cash and cash equivalents excluding effect of foreign exchange rate changes	\$ (6,968)	\$ (10,353)	\$ 3,385

Operating Activities

Net cash used in operating activities was \$8.6 million and \$6.5 million for the six months ended September 30, 2021 and 2020, respectively. The decrease of \$2.1 million was attributable primarily to a \$3.0 million increase in non-cash licensing revenue from a related party, a \$3.0 million decrease in changes in fair value of promissory note, a \$2.4 million decrease in inventory, and a \$2.7 million decrease in loss in joint venture, offset primarily by a \$7.9 million increase in net loss.

Investing Activities

Net cash used in investing activities was \$3.5 million and \$3.8 million for the six months ended September 30, 2021 and 2020, respectively. The decrease of \$335 thousand was attributable primarily to a \$698 thousand decrease in investment in joint venture, offset by a \$363 thousand increase in purchases of property and equipment.

Financing Activities

Net cash provided by financing activities was \$5.1 million and \$14 thousand for the six months ended September 30, 2021 and 2020, respectively. Net cash provided by financing activities during the six months ended September 30, 2021 relates to net proceeds of \$5.0 million from the sale of our common stock in a private placement.

Nexperia Loan and Security Agreement

On April 4, 2018, we entered into the LSA with Nexperia. The LSA provides for term loans in an aggregate principal amount of up to \$15.0 million, which term loans are available in tranches (Tranche A, Tranche B and Tranche B-1) and subject to the satisfaction of specified conditions. As of September 30, 2021 and March 31, 2021, the aggregate principal amount of term loans outstanding under the LSA was \$0 and \$10.0 million, respectively. The LSA also provides for a \$10.0 million Tranche C Loan commitment, which Tranche C Loans may be borrowed, repaid and reborrowed subject to the terms and conditions of the LSA. As of September 30, 2021 and March 31, 2021, the aggregate principal amount of Tranche C Loans outstanding under the LSA was \$12.0 million and \$10.0 million, respectively. The proceeds of the loans under the LSA may be used as set forth therein for development work related to the DLA, the repayment of specified debt and for general corporate purposes.

The Tranche A Loan was scheduled to mature on the earlier of the date a specified report is required to be delivered under the DLA or March 31, 2020, which was subsequently extended to June 30, 2020. In June 2020, the \$5.0 million Tranche A Loan was satisfied in full upon transfer of our Gen-4 technology development to Nexperia, at which point we recognized \$5.0 million as licensing revenue. The Tranche B Loan and Tranche B-1 Loan were scheduled to mature on the earlier of the date a specified report is required to be delivered under the DLA or March 31, 2021, which was subsequently extended to July 16, 2021. On May 18, 2021, the Tranche B-1 Loan was converted into a Tranche C-1 Loan, which Tranche C-1 Loan has the same terms and conditions as the existing Tranche C Loan. The Tranche C commitments terminate, and the Tranche C and C-1 Loans mature, on the earlier of April 4, 2023 and the occurrence of specified change of control events. On July 16, 2021, the \$8.0 million Tranche B Loan was satisfied in full upon transfer of our Gen-4 and 1200V technology development to Nexperia, at which point we recognized \$8.0 million as licensing revenue.

Loans under the LSA bear interest at the rate of 6.0% per annum. Interest is payable quarterly, on the date of any prepayment or repayment and on each maturity date for the loans then maturing. A commitment fee on the unused portion of the Tranche C Loan commitment accrues at the rate of 0.7% per annum and is payable quarterly.

Our obligations under the LSA are secured by a security interest on certain U.S. patents, which patents do not relate to our MOCVD or epiwafer technology.

The LSA contains customary affirmative covenants, including delivery of financial statements, compliance with laws, and maintenance of insurance and properties, and certain negative covenants, including restrictions on liens on the collateral and restrictions on the disposition and licensing of any patent constituting collateral under the LSA. The LSA also contains customary events of default including, among others, payment defaults, breaches of covenants defaults, the occurrence of a material adverse change, bankruptcy and insolvency defaults, cross defaults with certain material indebtedness, judgment defaults, and the occurrence of a change of control. In addition, an event of default will occur if the DLA is terminated under certain circumstances or we fail to timely deliver reports related to statements of work under the DLA. Upon the occurrence and during the continuance an event of default, Nexperia may declare all or a portion of our outstanding obligations to be immediately due and payable and exercise other rights and remedies provided for under the LSA. If specified events of default occur and remain continuing for more than 30 consecutive days, we are required to assign the patents constituting collateral to Nexperia in

satisfaction of our obligations under the LSA. During the existence of an event of default, interest on the obligations could be increased to 3.0% above the otherwise applicable interest rate.

Contractual Obligations and Commitments

As of September 30, 2021, there were no material changes to our contractual obligations and commitments, as described in our Transition Report on Form 10-K for the transition period from January 1, 2021 to March 31, 2021, except for a reduction of \$8.0 million in our development loans due within one year of March 31, 2021.

Off-Balance Sheet Transactions

We have not entered into any off-balance sheet arrangements and do not have any holdings in variable interest entities.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements and the related notes thereto were prepared in accordance with Accounting Principles Generally Accepted in the United States (“GAAP”). The preparation of these condensed consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, and related disclosures. These estimates are developed based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from the estimates made by management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operation, and cash flows will be affected.

There have been no material changes to our critical accounting policies and estimates during the three months ended September 30, 2021 from those disclosed in Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations in our Transition Report on Form10-K for the transition period from January 1, 2021 to March 31, 2021.

JOBS Act Accounting Election

We are an emerging growth company, as defined in the JOBS Act. The JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to either early adopt or delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period under the JOBS Act until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

As a “smaller reporting company”, we are not required to provide the information required by this Item.

Item 4. Controls and Procedures.

Inherent Limitations on Effectiveness of Controls

Our management, including our principal executive officer and principal financial officer, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected.

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to ensure that information we are required to disclose in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance.

Our management, with the participation of our chief executive officer and our chief financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Report. Based on this evaluation, management, including our chief executive officer and our chief financial officer, concluded that as of September 30, 2021, our disclosure controls and procedures were not effective because of material weaknesses in our internal control over financial reporting.

As disclosed in our Transition Report for the transition period from January 1, 2021 to March 31, 2021, during the year ended December 31, 2018, we identified two material weaknesses, one of which relates to the fact that certain members of our finance team and personnel are able to operate across a number of different functions and have user access that gives rise to segregation of duties risks in connection with our information technology infrastructure. The other material weakness relates to lack of review and evidence to support appropriate level of review and oversight procedures, including lack of team members with technical GAAP, accounting and financial reporting, and internal control skills. These material weaknesses have a significant impact on various activity level and financial reporting cycles which could give rise to the risk of material misstatement of the financial statements due to error, use of management estimates, and accuracy of data or information.

Although we have completed all of the corrective actions and procedures as contemplated herein to remediate the previously identified material weaknesses related to information technology general control as of March 31, 2021, the implemented controls need to operate for a period of time before they can be considered fully remediated.

Changes in Internal Control Over Financial Reporting

Except as described above, there was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in litigation or other legal proceedings. We are not currently a party to any litigation or legal proceedings that, in the opinion of our management, are likely to have a material adverse effect on our business. Regardless of outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

An investment in our securities is highly speculative and involves a high degree of risk. We face a variety of risks that may affect our operations or financial results and many of those risks are driven by factors that we cannot control or predict. Investors should carefully consider the risks described below and all of the other information set forth in this Report, before deciding to invest in our common stock. If any of the risks described below occur, our business, financial condition, results of operations and prospects could be materially adversely affected. In that case, the market price of our common stock would likely decline and investors could lose all or a part of their investment. Only those investors who can bear the risk of loss of their entire investment should consider an investment in our securities. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our operations.

Risks Related to Our Business and the Industry in Which We Operate

We have a history of losses, anticipate increasing our operating expenses in the future, and may not be able to achieve or maintain profitability. If we cannot achieve or maintain profitability, stockholders could lose all or part of their investment.

Since our inception in 2007, we have generated minimal revenue and substantial net losses as we have devoted our resources to the development of our technology, and our business model has not been proven. As of September 30, 2021, we had an accumulated deficit of \$169.5 million. For the six months ended September 30, 2021 and 2020, our net loss was \$1,072 thousand and \$9.0 million, respectively. We expect our operating expenses to increase in the future as we expand our sales and marketing efforts and continue to invest in our infrastructure and research and development of our technologies. These efforts may be more costly than we expect, and we may not be able to increase our revenue to offset our increased operating expenses or obtain additional contracts from the federal government. Our revenue growth may be slower than anticipated or our revenue may decline for a number of other reasons, including slower growth of, or reduced demand for, GaN power management solutions, increased competition, or any failure to capitalize on growth opportunities. If we are unable to generate sufficient revenue, we may never become profitable or be able to maintain any future profitability. If this were to occur, our stockholders could lose all or part of their investment.

The Company may need to raise capital to finance its losses and negative cash flows from operations beyond the next twelve months and may continue to be dependent on additional capital raises, which may be unavailable on attractive terms, if at all, and could dilute your investment.

The Company currently incurs and historically has incurred losses from operations and expects to do so in the foreseeable future. The Company has sustained recurring losses and negative cash flows from operations which raised substantial doubt about the Company's ability to continue as a going concern. Our independent registered public accounting firm issued their audit report on the transition period of three months ended March 31, 2021, and the years ended December 31, 2020 and 2019, which included an explanatory paragraph as to our ability to continue as a going concern. During November 2021, the Company we raised \$33.0 million from private placements. Consequently, the Company now has sufficient resources to fund its operations for the next twelve months from the date of this filing, and therefore, the substantial doubt about our ability to continue as a going concern has been alleviated. While we believe that our existing cash and cash equivalents will be sufficient to fund our current operating plans for at least the next twelve months, we have based these estimates on assumptions that may prove to

be wrong, and we could spend our available financial resources much faster than we currently expect and need to raise additional funds sooner than we anticipate.

For example, we are party to a joint venture agreement with a third party for the ownership and operations of AFSW, a wafer fabrication facility located in Aizu Wakamatsu, Japan. We currently hold a 25% interest in AFSW. For as long as we have had an ownership interest in AFSW, it has operated at a loss. Our share of the operating losses incurred by AFSW over the 12-month periods ended September 30, 2021 and 2020 were approximately \$8.1 million and \$4.8 million, respectively. We have agreed to use our best efforts to maintain and continue the operations of AFSW until at least August 1, 2022, which will continue to negatively affect our cash flow. In addition, the ongoing COVID-19 pandemic may negatively impact or slow down any efforts by us to secure additional business for AFSW.

We are also party to a loan and security agreement (the "LSA") with Nexperia B.V. ("Nexperia"), pursuant to which we have outstanding a \$12.0 million revolving loan which bears 6% annual interest and matures on the earlier of April 4, 2023 and the occurrence of specified change of control events.

Our ability to continue as a going concern will depend on us being able to raise significant additional capital to fund our operations and achieve our business objectives, as we do not expect to generate material revenue in the short-term. The future impact of the COVID-19 pandemic cannot be predicted with certainty and may make it more difficult or preclude us from raising additional capital, increase our costs of capital and otherwise adversely affect our business, results of operations, financial condition and liquidity. We will be required to engage in equity or debt financings to secure additional funds. If we close one or more additional equity or convertible debt financings, our stockholders may experience significant dilution of their ownership interests, the rights given to new equityholders may be superior to those of our common stockholders and the per share value of our common stock could decline. Furthermore, if we engage in debt financing, the holders of debt would have priority over the holders of our common stock, and we may be required to accept terms that restrict our ability to run our business or incur additional indebtedness. The debt financing could also contain restrictive covenants that may impact how we run our business and could result in the loan being paid back in full immediately if we are in non-compliance. In addition, if we are unable to raise additional capital when needed or on acceptable terms, we may not be able to, among other things:

- continue our business and operations;
- develop or enhance our products;
- continue to expand our sales and marketing and research and development organizations;
- acquire complementary technologies, products or businesses;
- expand operations, in the United States or internationally;
- hire, train and retain employees; or
- respond to competitive pressures or unanticipated working capital requirements.

Our failure to do any of these things could harm our business, financial condition and results of operations or affect our ability to continue as a going concern.

Our quarterly results of operations are likely to vary from period to period, which could cause the market price of our common stock to fluctuate or decline.

Our results of operations have varied from period to period, and we expect that our quarterly results of operations will continue to vary as a result of a number of factors, many of which are outside of our control and may be difficult to predict, including:

- our ability to attract new and retain existing customers, including due to our perceived or actual financial condition;
- the budgeting cycles and purchasing practices of customers;
- the timing and length of our sales cycles, including the ability of our customers to design-in successfully with GaN power solutions;
- changes in customer requirements or market needs, including market acceptance of GaN technology;
- the timing and impact of new product introductions by us or our competitors or any other change in the competitive landscape of the semiconductor industry, including consolidation among our customers or competitors;
- deferral of orders from customers in anticipation of new products or product enhancements announced by us or our competitors;
- our ability to execute on our growth strategy and operating plans;
- our ability to successfully expand our business domestically and internationally;
- our ability to successfully compete with other companies in our market;
- changes in our pricing policies or those of our competitors;
- any disruption in, or termination of, our relationship with channel partners;
- insolvency or credit difficulties confronting our customers, affecting their ability to purchase or pay for our products, or confronting our key suppliers, which could disrupt our supply chain;
- the cost and potential outcomes of potential future litigation;
- general economic conditions, both domestic and in our foreign markets; and
- the amount and timing of operating costs and capital expenditures related to the expansion of our business.

Any of the above factors, individually or in the aggregate, may result in significant fluctuations in our quarterly operating results. As a result of this variability, our historical results of operations should not be relied upon as an indication of future performance. Moreover, this variability and unpredictability could result in our failure to follow through on our operating plans or meet the expectations of investors for any period. If we fail to follow through on our operating plans or meet such expectations for these or other reasons, the market price of our common stock could fall substantially.

Our business could be adversely affected by the effects of health epidemics or pandemic, including the ongoing COVID-19 global pandemic, in regions where we or third parties on which we rely have manufacturing or other business operations.

The effects of health epidemics or pandemic could materially affect our operations globally, including at our headquarters in California and at our subsidiaries in Japan. For example, the COVID-19 pandemic has resulted in government authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter-in-place or stay-at-home orders, and business shutdowns. The COVID-19 pandemic continues to impact our business and has adversely disrupted and will further disrupt the operations at certain of our customers, partners, suppliers and other third-party providers for an uncertain period of time, including as a result of

travel restrictions, adverse effects on budget planning processes, business deterioration, and/or business shutdowns, all of which has impacted our business and results of operations. Some of our customers have experienced delays in their internal development programs and design cycles with our GaN products due to the effects of the COVID-19 pandemic, which have led to postponements of their orders of our products and postponements of determinations that our products will be used in their designs for new products under development with corresponding delays in their market introduction and our achievement of revenues. Our billings under our contract with the U.S. Navy have been lower than originally expected as a result of the pandemic. The pandemic has also led to delays for certain milestones in our development projects that are due in 2021.

We have taken precautionary measures intended to minimize the risk of the virus to our employees, our customers, and the communities in which we operate. We required our employees to work remotely unless they could not perform their essential functions remotely, and have also suspended all non-essential travel for our employees. While many of our employees are accustomed to working remotely or working with other remote employees, much of our workforce has not historically been remote. Our employees and consultants typically travel frequently to establish and maintain relationships with one another, our customers and prospective customers, partners, and investors. Although we continue to monitor the situation and may adjust our current policies as more information and public health guidance becomes available, temporarily suspending travel and restricting the ability to do business in person has impacted our customer success efforts, sales and marketing efforts, and may challenge our ability to enter into customer contracts or maintain or enter into new partnerships in a timely manner, slow down our recruiting efforts, or create operational or other challenges, any of which could harm our business, financial condition and results of operations. Furthermore, if a natural disaster, power outage, connectivity issue, or other event occurred that impacted our employees' ability to work remotely, it may be difficult or, in certain cases, not possible, for us to continue our business for a substantial period of time.

There are no comparable recent events which may provide guidance as to the effect of the spread of COVID-19, and, as a result, the ultimate impact of the COVID-19 pandemic or a similar health epidemic is highly uncertain and will depend on developments, including the duration and spread of the virus and its variants, its impact on our employees, customers, partners, suppliers and other third-party providers, and actions that may be taken by governmental authorities. Some of our suppliers of certain materials used in the production of our products are located in areas impacted by the COVID-19 pandemic, which could limit our ability to obtain sufficient materials for our products. Furthermore, the pandemic may negatively impact our ability to secure additional business for AFSW. The pandemic has and will continue to adversely affect global economies and financial markets, resulting in an economic downturn that could affect demand for our products and impact our operating results. Even after the COVID-19 pandemic has subsided, we may continue to experience an adverse impact to our business as a result of the continued global economic impact of the pandemic. Any of the foregoing could significantly harm our business, and we cannot anticipate all of the ways in which health epidemics such as COVID-19 could adversely impact our business.

We may not be able to develop new technologies and products to satisfy changes in customer demand or industry standards, and our competitors could develop products that decrease the demand for our products.

Rapidly changing technologies and industry standards, along with frequent new product introductions, characterize the industries of many of our customers and potential customers. Our financial performance depends, in part, on our ability to design, develop, manufacture, assemble, test, market and support new products and enhancements on a timely and cost-effective basis.

Our products have not been proven commercially on the scale of conventional power semiconductor products. The principal focus of our research and development activities has been to improve processes and support our ongoing development of GaN power management solutions. These projects are subject to various risks and uncertainties we are not able to control, including changes in customer demand or industry standards and the introduction of new or superior technologies by others. Moreover, any failure by us in the future to develop new technologies or timely react to changes in existing technologies could materially delay our development of new products, which could result in product obsolescence, decreased revenues and a loss of our market share to our competitors. In addition, products or technologies developed by others may render our products or technologies

obsolete or non-competitive. Further, if our products are not in compliance with prevailing industry standards, such non-compliance could materially and adversely affect our financial condition, cash flows and results of operations.

We must commit resources to development, design and production prior to receipt of purchase commitments and could lose some or all of the associated investment.

Our sales are typically made pursuant to individual purchase orders, rather than pursuant to long-term supply contracts. Many of these purchase orders may be revised or canceled without penalty. As a result, we typically must commit resources to the design, development, and production of products without any advance purchase commitments from customers. Any inability to sell a product after we devote resources to it could materially and adversely affect our financial condition, cash flows and results of operations.

We compete in highly competitive markets, and competitive pressures from existing and new companies may adversely impact our business and operating results.

The markets in which we compete are highly competitive. We expect competition to intensify in the future as existing competitors and new market entrants introduce new products into our markets. This competition could result in increased pricing pressure, reduced profit margins, increased sales and marketing expenses, and the loss of market share, any of which could seriously harm our business, financial condition and results of operations. If we do not keep pace with product and technology advances and otherwise keep our product offerings competitive, there could be a material and adverse effect on our competitive position, revenue and prospects for growth. Many of our existing competitors, such as silicon-based product providers (e.g., ST Microelectronics, ON Semiconductor, and Mitsubishi), silicon carbide-based product providers (e.g., Rohm, United Silicon Carbide and Wolfspeed) and other high-voltage GaN product providers (e.g., Power Integrations, Infineon, GaN Systems, Navitas and Texas Instruments), have, and some of our potential competitors could have, substantial competitive advantages such as:

- greater name recognition, longer operating histories and larger customer bases;
- larger sales and marketing budgets and resources;
- broader distribution and established relationships with channel partners and customers;
- broader and deeper product lines;
- greater customer support resources;
- greater resources to make acquisitions;
- lower labor and research and development costs;
- substantially greater financial and other resources; and
- larger scale manufacturing operations.

In addition, some of our larger competitors have substantially broader product offerings and may be able to leverage their relationships with channel partners and customers based on other products to gain business in a manner that discourages users from purchasing our products, including by selling at zero or negative margins or product bundling. Potential customers may also prefer to purchase from their existing suppliers rather than a new supplier regardless of product performance or features. As a result, even if the features of our products are superior, customers may not purchase our products. In addition, innovative start-up companies, and larger companies that are making significant investments in research and development, may invent similar or superior products and technologies that compete with our products. Our current and potential competitors may also establish cooperative relationships among themselves or with third parties that may further enhance their resources. If we are unable to

compete successfully, or if competing successfully requires us to take costly actions in response to the actions of our competitors, our business, financial condition and results of operations could be adversely affected.

We rely on third-party channel partners to sell our products. If our partners fail to perform, our ability to sell our products and services could be limited, and if we fail to optimize our channel partner model going forward, our operating results could be harmed.

A portion of our revenue is generated through sales by our channel partners, which include distributors and resellers. To the extent our channel partners are unsuccessful in selling our products, we are unable to enter into arrangements with, and retain, a sufficient number of effective channel partners in each of the regions in which we sell products or we are unable to keep our channel partners motivated to sell our products, our ability to sell our products and our operating results could be harmed. The termination of our relationship with any significant channel partner may adversely impact our sales and operating results.

We rely on limited sources of wafer fabrication, packaged products fabrication and product testing, the loss of which could delay and limit our product shipments.

Our partly-owned fabrication facility through AFSW currently satisfies all of our GaN fab-wafer requirements (i.e., when a GaN epiwafer undergoes various processes at a wafer fabrication facility). While we believe AFSW has sufficient capacity for our near-term business needs and is reasonably scalable as our demand for throughput increases, any disruption in the AFSW fabrication facilities may severely impact our supply. In the event we are unable to continuously sustain the AFSW fabrication facility, securing supply from another source and adapting our process at such source would lead to a significant set of challenges, additional costs and delays.

We also utilize relatively standard back-side wafer processing services such as wafer-thinning and wafer back-side metalization from foundries in Asia. These suppliers also offer such services to other companies, which may lead to us not having access to adequate capacity for our needs and our customers' needs. We may have less control over delivery schedules and overall support versus other customers and users of those facilities. If the wafer foundries we use are unable or unwilling to manufacture our products in our required volumes, or at specified times, we may have to identify and qualify acceptable additional or alternative foundries. This qualification process could typically take three to six months and we may not find sufficient capacity in a timely manner or at an acceptable cost to satisfy our production requirements.

We additionally use outsourced assembly and test providers ("OSATs") for packaging and testing of our products. We utilize multiple OSATs for various package types and a single OSAT for each type of package. These OSATs may take time, or may be unable, to respond if our throughput demands increase, particularly if we expect a rapid increase in production and could harm our ability to meet unexpected rises in demand in an acceptable time frame. If the OSATs we use are unable or unwilling to package and test our products in our required volumes, or at specified times, we may have to identify and qualify acceptable additional or alternative OSATs. This qualification process would typically take three to nine months and we may not find sufficient capacity in a timely manner or at an acceptable cost to satisfy our production requirements.

Some companies that supply products to our customers are similarly dependent on a limited number of suppliers. These other companies' products may represent important components of power adapters, inverters and other products into which our products are designed. If these companies are unable to produce the volumes demanded by our customers, our customers may be forced to slow down or halt production on the equipment for which our products are designed, which could materially impact our order levels.

Because we depend on third-party manufacturers to build portions of our products, we are susceptible to manufacturing delays and pricing fluctuations that could prevent us from shipping customer orders on time, if at all, or on a cost-effective basis, which may result in the loss of sales, income and customers.

We depend on third-party manufacturers to build several stages of our products. Our reliance on these third-party manufacturers reduces our control over the manufacturing process and exposes us to risks, including

reduced control over quality assurance, product costs, and product supply and timing. Any manufacturing disruption by these third-party manufacturers could severely impair our ability to fulfill orders. Our reliance on third-party manufacturers also creates the potential for infringement or misappropriation of our intellectual property. If we are unable to manage our relationships with third-party manufacturers effectively, or if our third-party manufacturers experience delays or disruptions for any reason, increased manufacturing lead-times, capacity constraints or quality control problems in their manufacturing operations, or if they otherwise fail to meet our future requirements for timely delivery, our ability to ship products to our customers would be severely impaired, and our business and results of operations would be seriously harmed.

Our sales cycles can be long and unpredictable, and our sales efforts require considerable time and expense. As a result, our revenue is difficult to predict and may vary substantially from period to period, which may cause our results of operations to fluctuate significantly.

Our results of operations may fluctuate, in part, because of the resource intensive nature of our sales efforts, the length and variability of our sales cycle and the short-term difficulty in adjusting our operating expenses. To the extent our competitors develop products that our prospective customers view as equivalent or superior to ours, the average duration of our sales cycles may increase, and our sales efforts may be less successful. Because the length of time required to close a sale varies substantially from customer to customer, it is difficult to predict exactly when, or even if, we will make a sale with a potential customer. As a result, individual sales have, in some cases, occurred in quarters subsequent to or in advance of those we anticipated, or have not occurred at all, which makes it difficult for us to forecast our revenue accurately in any quarter. Because a substantial portion of our expenses are relatively fixed in the short term, our results of operations will suffer if our revenue falls below expectations in a particular quarter, which could cause the market price of our common stock to decline.

Our current operations are concentrated in one location and in the event of an earthquake, terrorist attack or other disaster affecting this location or those of our major suppliers, our operations may be interrupted and our business may be harmed.

Our principal executive offices and primary epiwafer operating facilities are situated near Santa Barbara, California, and most of our major suppliers, which are wafer foundries and assembly houses, are located in areas that have been subject to severe earthquakes and are susceptible to other disasters such as tropical storms, typhoons or tsunamis. In the event of a disaster, such as an earthquake and tsunami in Japan, we or one or more of our major suppliers may be temporarily unable to continue operations and may suffer significant property damage. Any interruption in our ability, or that of our major suppliers, to continue operations could delay the development and shipment of our products and have a substantial negative impact on our financial results. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure you that the amounts or coverage of insurance will be sufficient to satisfy any damages and losses.

We rely on our management team and other key employees and will need additional personnel to grow our business. The loss of one or more key employees or our inability to attract and retain qualified personnel could harm our business.

Our future success is substantially dependent on our ability to attract, retain and motivate the members of our management team and other key employees throughout our organization. The loss of one or more members of our management team or other key employees could materially impact our sales or our research and development programs and materially harm our business, financial condition, results of operations and prospects. We do not maintain key person life insurance policies on any of our management team members or key employees. Competition for highly skilled personnel is intense. We may not be successful in attracting or retaining qualified personnel to fulfill our current or future needs. For positions in our offices near Santa Barbara, California in particular, we may experience challenges hiring new and mid-level employees in part due to the high local housing costs. Our competitors may be successful in recruiting and hiring members of our management team or other key employees, and it may be difficult for us to find suitable replacements on a timely basis, on competitive terms, or at all.

If we fail to effectively manage our growth, our business, financial condition and results of operations would be harmed.

We are a development stage company with 104 employees as of September 30, 2021 and are subject to the strains of ongoing development and growth, which has placed significant demands on our management and our operational and financial infrastructure. To manage any growth effectively, we must continue to improve our operational, financial and management systems and controls by, among other things:

- effectively attracting, training and integrating new employees, particularly members of our sales, applications and research and development teams;
- further improving our key business applications, processes and IT infrastructure to support our business needs;
- enhancing our information and communication systems to ensure that our employees and offices around the world are well coordinated and can effectively communicate with each other and our channel partners and customers; and
- appropriately documenting and testing our IT systems and business processes.

These and other improvements in our systems and controls will require significant capital expenditures and the allocation of valuable management and employee resources. If we fail to implement these improvements effectively, our ability to manage growth and ensure ongoing operation of key business systems would be impaired, and our business, financial condition and results of operations would be harmed.

We are subject to a number of risks associated with international sales and operations.

We have small teams that are engaged in marketing, selling and supporting our products internationally. As a result, we must hire and train experienced personnel to staff and manage our foreign operations. To the extent that we experience difficulties in recruiting, training, managing and retaining international employees, particularly managers and other members of our international sales team, we may experience difficulties in sales productivity in, or market penetration of, foreign markets. We also enter into strategic distributor and reseller relationships with companies in certain international markets where we do not have a local presence. If we are not able to maintain successful strategic distributor and reseller relationships with our international channel partners or recruit additional channel partners, our future success in these international markets could be limited.

We are subject to government regulation, including import, export and economic sanctions laws and regulations that may expose us to liability and increase our costs.

Our products and technology are subject to U.S. export controls, including the U.S. Department of Commerce's Export Administration Regulations and economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls. These regulations may limit the export of our products and technology, and provision of our services outside of the United States, or may require export authorizations, including by license, a license exception, or other appropriate government authorizations and conditions, including annual or semi-annual reporting. Export control and economic sanctions laws may also include prohibitions on the sale or supply of certain of our products to embargoed or sanctioned countries, regions, governments, persons, and entities. In addition, various countries regulate the importation of certain products, through import permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products. The exportation, re-exportation, and importation of our products and technology and the provision of services, including by our partners, must comply with these laws or else we may be adversely affected, through reputational harm, government investigations, penalties, and a denial or curtailment of our ability to export our products and technology. Complying with export control and sanctions laws may be time-consuming and may result in the delay or loss of sales opportunities. Although we take precautions to prevent our products and technology

from being provided in violation of such laws, our products and technology may have previously been, and could in the future be, provided inadvertently in violation of such laws, despite the precautions we take. If we are found to be in violation of U.S. sanctions or export control laws, it could result in substantial fines and penalties for us and for the individuals working for us. Export or import laws or sanctions policies are subject to rapid change and have been the subject of recent U.S. and non-U.S. government actions. Changes in export or import laws or sanctions policies, may adversely impact our operations, delay the introduction and sale of our products in international markets, or, in some cases, prevent the export or import of our products and technology to certain countries, regions, governments, persons, or entities altogether, which could adversely affect our business, financial condition and results of operations.

Our sales to government customers subject us to uncertainties regarding fiscal funding approvals, renegotiations or terminations at the discretion of the government, as well as audits and investigations, which could result in litigation, penalties and sanctions including early termination, suspension and debarment.

Our multi-year contracts signed with agencies and departments of the U.S. government are generally subject to annual fiscal funding approval and may be renegotiated or terminated at the discretion of the government. Termination, renegotiation or the lack of funding approval for a contract could adversely affect our sales, revenue and reputation. Additionally, our government contracts are generally subject to requirements that are not typically present in commercial contracts, such as various Federal Acquisition Regulation or Defense Federal Acquisition Regulation clauses. These clauses place certain requirements upon us such as compliance with equal opportunity employment, safeguarding of contractor information systems, executive compensation restrictions and reporting of certain lobbying activities. Government contracts are also subject to audits and investigations. Failure to meet contractual requirements could result in various civil and criminal actions and penalties, and administrative sanctions, including termination of contracts, refund of a portion of fees received, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with the government, any of which could materially adversely affect our business, financial condition and results of operations.

Failure to comply with anti-bribery, anti-corruption and anti-money laundering laws could subject us to penalties and other adverse consequences.

We are subject to the U.S. Foreign Corrupt Practices Act (“FCPA”) and other anti-corruption, anti-bribery, and anti-money laundering laws in the jurisdictions in which we do business, both domestic and abroad. These laws generally prohibit us and our employees from improperly influencing government officials or commercial parties in order to obtain or retain business, direct business to any person or gain any improper advantage. The FCPA and similar applicable anti-bribery and anti-corruption laws also prohibit our third-party business partners, representatives and agents from engaging in corruption and bribery. We and our third-party business partners, representatives and agents may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We may be held liable for the corrupt or other illegal activities of these third-party business partners and intermediaries, our employees, representatives, contractors, channel partners and agents, even if we do not explicitly authorize such activities. These laws also require that we keep accurate books and records and maintain internal controls and compliance procedures designed to prevent any such actions. Any violation of the FCPA or other applicable anti-bribery, anti-corruption laws and anti-money laundering laws could result in whistleblower complaints, adverse media coverage, investigations, imposition of significant legal fees, loss of export privileges, severe criminal or civil sanctions or suspension or debarment from U.S. government contracts, substantial diversion of management’s attention, drop in stock price or overall adverse consequences to our business, all of which may have an adverse effect on our reputation, business, financial condition, and results of operations.

Our business may be affected by litigation and government investigations.

We may from time to time receive inquiries and subpoenas and other types of information requests from government authorities and others and we may become subject to claims and other actions related to our business activities. While the ultimate outcome of investigations, inquiries, information requests and legal proceedings is difficult to predict, defense of litigation claims can be expensive, time-consuming and distracting, and adverse resolutions or settlements of those matters may result in, among other things, modification of our business practices,

costs and significant payments, any of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Risks Related to Our Intellectual Property

Any failure by us to protect our proprietary technologies or maintain the right to use certain technologies may negatively affect our ability to compete.

To compete effectively, we must protect our intellectual property. We rely on a combination of patents, trademarks, copyrights, trade secret laws, confidentiality procedures and licensing arrangements to protect our intellectual property rights. We hold numerous patents and have a number of pending patent applications. However, our portfolio of patents evolves as new patents are issued and older patents expire and the expiration of patents could have a negative effect on our ability to prevent competitors from duplicating certain or all of our products.

We might not succeed in obtaining patents from any of our pending applications. Even if we are awarded patents, they may not provide any meaningful protection or commercial advantage to us, as they may not be of sufficient scope or strength, or may not be issued in all countries where our products can be sold. In addition, our competitors may be able to design around our patents.

There can be no assurance that an issued patent will remain valid and enforceable in a court of law through the entire patent term. Should the validity of a patent be challenged, the legal process associated with defending the patent can be costly and time consuming. Issued patents can be subject to oppositions, interferences and other third party challenges that can result in the revocation of the patent or limit patent claims such that patent coverage lacks sufficient breadth to protect subject matter that is commercially relevant. Competitors may be able to circumvent our patents. In cases where market ramp of our products may encounter delays it is possible that some patents or licensed patents covering the product has expired or will be in force for only a short period of time following such market ramp. We cannot predict with any certainty if any third party U.S. or foreign patent rights, or other proprietary rights, will be deemed infringed by the use of our technology. Nor can we predict with certainty which, if any, of these rights will or may be asserted against us by third parties.

To protect our product technology, documentation and other proprietary information, we enter into confidentiality agreements with our employees, customers, consultants and strategic partners. We require our employees to acknowledge their obligation to maintain confidentiality with respect to our products. Despite these efforts, we cannot guarantee that these parties will maintain the confidentiality of our proprietary information in the course of future employment or working with other business partners. We develop, manufacture and sell our products in Asia and other countries that may not protect our intellectual property rights to the same extent as the laws of the United States. This makes piracy of our technology and products more likely. Steps we take to protect our proprietary information may not be adequate to prevent theft of our technology. We may not be able to prevent our competitors from independently developing technologies and products that are similar to or better than ours.

Vigorous protection and pursuit of intellectual property rights or positions characterize the semiconductor industry. This often results in expensive and lengthy litigation. We, and our customers or suppliers, may be accused of infringing patents or other intellectual property rights owned by third parties in the future. An adverse result in any litigation against us or a customer or supplier could force us to pay substantial damages, stop manufacturing, using and selling the infringing products, spend significant resources to develop non-infringing technology, discontinue using certain processes or obtain licenses to use the infringing technology. In addition, we may not be able to develop non-infringing technology or find appropriate licenses on reasonable terms or at all.

Patent disputes in the semiconductor industry between industry participants are often settled through cross-licensing arrangements. Our portfolio of patents may not have the breadth to enable us to settle an alleged patent infringement claim through a cross-licensing arrangement, especially for patent disputes brought by non-practicing entities (patent holders who do not manufacture products but only seek to monetize patent rights) that cannot be settled through cross-licensing and cannot be avoided through cross-licensing with industry practitioners. We may therefore be more exposed to third-party claims than some of our larger competitors and customers.

Customers may make claims against us in connection with infringement claims made against them that are alleged to relate to our products or components included in our products, even where we obtain the components from a supplier. In such cases, we may incur monetary losses due to cost of defense, settlement or damage award and non-monetary losses as a result of diverting valuable internal resources to litigation support. To the extent that claims against us or our customers relate to third-party intellectual property integrated into our products, there is no assurance that we will be fully or even partially indemnified by our suppliers against any losses.

Furthermore, we may initiate claims or litigation against third parties for infringing our proprietary rights or to establish the validity of our proprietary rights. This could consume significant resources and divert the efforts of our technical and management personnel, regardless of the litigation's outcome.

If we fail to comply with our obligations under any license, collaboration or other agreements, we may be required to pay damages and could lose certain intellectual property rights.

Our current licenses impose, and any future licenses we enter into are likely to impose, various development, commercialization, funding, milestone, royalty, diligence, sublicensing, insurance, patent prosecution and enforcement and other obligations on us. If we breach any of these obligations, or use the intellectual property licensed to us in an unauthorized manner, we may be required to pay damages and the licensor may have the right to terminate the license, which could result in us being unable to develop, manufacture and sell products that are covered by the licensed technology or could enable a competitor to gain access to the licensed technology. Moreover, our licensors may own or control intellectual property that has not been licensed to us and, as a result, we may be subject to claims, regardless of their merit, that we are infringing or otherwise violating the licensor's rights in such unlicensed intellectual property. The amount of our future royalty obligations will depend on the technology and intellectual property we use in products that we successfully develop, manufacture and commercialize, if any. Therefore, even if we successfully develop and commercialize products, we may be unable to achieve or maintain profitability.

For example, our cooperation agreement with Nexperia, which is key to our business, contains certain terms that, if triggered, could have a material adverse effect on our business, financial condition, results of operations and prospects. For instance, the LSA contains customary events of default including, among others, payment defaults, breaches of covenants defaults, the occurrence of a material adverse change, bankruptcy and insolvency defaults, cross defaults with certain material indebtedness, judgment defaults, and the occurrence of a change of control. In addition, an event of default will occur if the DLA is terminated under certain circumstances or we fail to timely deliver reports related to statements of work under the DLA. Upon the occurrence and during the continuance an event of default, Nexperia may declare all or a portion of our outstanding obligations to be immediately due and payable and exercise other rights and remedies provided for under the LSA. If specified events of default occur and remain continuing for more than 30 consecutive days, we are required to assign a portion of our patent portfolio constituting collateral to Nexperia in satisfaction of our obligations under the LSA. During the existence of an event of default, interest on the obligations could be increased to 3.0% above the otherwise applicable interest rate. Additionally, pursuant to an intracompany license agreement with our wholly owned subsidiary, Transphorm Japan Epi ("TJE"), if certain events (some of which may be beyond our control) occur, we could be forced to sell TJE at fair market value to a third party that is approved by us and Nexperia. While TJE's epiwafer capacity currently is not required for production of our products, if such a "forced sale" event were to happen in the future, we could be required to purchase a portion of our epiwafer requirements from the third party that purchases TJE. This could impact our epiwafer costs, reduce any overall profits, or cause us to lose a portion of our capacity, requiring us to generate more epiwafer capacity earlier than planned. This would result in greater capital expenditure than anticipated, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Risks Related to Our Financial Control Environment

Being a public company can be administratively burdensome and expensive.

As a public reporting company, we are subject to the information and reporting requirements of the Securities Act, the Exchange Act and other federal securities laws, rules and regulations related thereto, including compliance with the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), and the Dodd-Frank Wall Street Reform and Consumer Protection Act. In addition, the listing requirements of any national securities exchange or other exchange and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Among other things, we are required to:

- maintain and evaluate a system of internal controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act and the related rules and regulations of the SEC and the Public Company Accounting Oversight Board;
- maintain policies relating to disclosure controls and procedures;
- prepare and distribute periodic reports in compliance with our obligations under federal securities laws;
- institute a more comprehensive compliance function, including with respect to corporate governance; and
- involve, to a greater degree, our outside legal counsel and accountants in the above activities.

The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the SEC and furnishing audited reports to stockholders is expensive and compliance with these rules and regulations will require us to hire additional financial reporting, internal controls and other finance personnel, and will involve a material increase in regulatory, legal and accounting expenses and the attention of our board of directors and management. In addition, being a public company makes it more expensive for us to obtain director and officer liability insurance. In the future, we may be required to accept reduced coverage or incur substantially higher costs to obtain this coverage. These factors could also make it more difficult for us to attract and retain qualified executives and members of our board of directors.

Any failure to maintain effective internal controls over our financial reporting could materially and adversely affect us.

Section 404 of the Sarbanes-Oxley Act requires us to include in our annual reports on Form 10-K an assessment by management of the effectiveness of our internal controls over financial reporting. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm.

To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented, and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed time frame or at all, that our internal control over financial reporting is effective as required by Section 404. For example, in connection with the audit of our consolidated financial statements for the three months ended March 31, 2021, and the years ended December 31, 2020 and 2019, we identified certain deficiencies relating to our internal control over financial reporting that constitute material weaknesses under standards established by the Public Company Accounting Oversight Board (the “PCAOB”), and we cannot predict the outcome of our testing in future periods. If we identify additional material weaknesses in the future or are unable to remediate the material weaknesses we currently have, our financial statements may be inaccurate and investors could lose confidence in the reliability of our financial statements, which in turn could negatively affect the market price of our common stock. In addition, if we are not

able to continue to meet these requirements, we may not be able to become or remain listed on any national securities exchange or other exchange or quoted on an over-the-counter market.

We have identified material weaknesses in our internal control over financial reporting that, if not properly remediated, could result in material misstatements in our consolidated financial statements in future periods.

We have limited accounting and financial reporting personnel and other resources with which to address our internal controls and related procedures. In connection with the audit of our consolidated financial statements for the year ended December 31, 2018, we identified certain deficiencies relating to our internal control over financial reporting that constitute material weaknesses under standards established by the PCAOB. As of March 31, 2021, those material weaknesses continued to exist. Accordingly, we were not able to assert that our internal control over financial reporting was effective as of March 31, 2021. As of September 30, 2021, there was no change in our internal control over financial reporting. The PCAOB defines a material weakness as a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. We identified a material weakness related to the fact that certain members of our finance team and personnel are able to operate across a number of different functions and have user access that gives rise to segregation of duties risks in connection with our information technology infrastructure. Access to systems has subsequently been restricted and access is being managed by independent personnel. Users, roles and permission to systems are reviewed and verified for completeness of data. The other material weakness relates to a lack of evidence to support review work and oversight procedures. Formal review processes and meetings are being introduced in addition to the creation of a specific role in the finance team to review documentation and prepare evidence of such review. These material weaknesses have a pervasive impact on various activity level and financial reporting cycles. We will need to take additional measures to fully remediate these deficiencies. The measures we have taken, and expect to take, to improve our internal controls may not be sufficient to (1) address the issue identified, (2) ensure that our internal controls are effective, or (3) ensure that the identified material weaknesses or other material weaknesses will not result in a material misstatement of our annual or interim financial statements. In addition, other material weaknesses may be identified in the future. If we are unable to correct deficiencies in internal controls in a timely manner, our ability to record, process, summarize and report financial information accurately and within the time periods specified in SEC rules and forms will be adversely affected. This failure could negatively affect the market price and trading liquidity of our common stock, cause investors to lose confidence in our reported financial information, subject us to civil and criminal investigations and penalties, and generally materially and adversely impact our business and financial condition.

If our estimates or judgments relating to our critical accounting policies are based on assumptions that change or prove to be incorrect, our results of operations could fall below the expectations of investors, resulting in a decline in the market price of our common stock.

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the amounts reported in our financial statements. Significant assumptions and estimates used in preparing our financial statements include those related to assets, liabilities, revenue, expenses and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of investors, resulting in a decline in the market price of our common stock.

Changes in accounting rules and regulations, or interpretations thereof, could result in unfavorable accounting charges or require us to change our compensation policies.

Accounting methods and policies for companies such as ours, including policies governing revenue recognition, leases, research and development and related expenses, and accounting for stock-based compensation, are subject to review, interpretation and guidance from our auditors and relevant accounting authorities, including the SEC. Changes to accounting methods or policies, or interpretations thereof, may require us to reclassify, restate or otherwise change or revise our historical financial statements, including those contained in this Report.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

We have incurred substantial losses during our history, do not expect to become profitable in the near future and may never achieve profitability. To the extent that we continue to generate taxable losses, unused losses will carry forward to offset future taxable income, if any, until such unused losses expire. Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, if a corporation undergoes an “ownership change,” generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards (“NOLs”), and other pre-change tax attributes (such as research tax credits) to offset its post-change income or taxes may be limited. The Merger, our prior equity offerings and other changes in our stock ownership may have resulted in ownership changes. In addition, we may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which are outside of our control. As a result, if we earn net taxable income, our ability to use our pre-change NOLs to offset U.S. federal taxable income may be subject to limitations, which could potentially result in increased future tax liability to us. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed. For example, California recently passed the 2020 Budget Act, which temporarily suspends the use of NOLs and limits the utilization of the research credit to \$5 million annually for 2020, 2021 and 2022.

Risks Related to Ownership of Our Common Stock

We are an “emerging growth company” and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an “emerging growth company” as defined in the JOBS Act. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including (1) not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, (2) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and (3) exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company until the last day of our fiscal year ending March 31, 2026, although circumstances could cause us to lose that status earlier.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use the extended transition period under the JOBS Act until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Even after we no longer qualify as an emerging growth company, we may still qualify as a “smaller reporting company” which would allow us to take advantage of many of the same exemptions from disclosure requirements including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation. If we rely on these exemptions, investors may find our common stock less attractive, which could result in a less active trading market, if any, for our common stock and more volatility or a decline in our stock price.

We are a smaller reporting company, and we cannot be certain if the reduced disclosure requirements applicable to smaller reporting companies will make our common stock less attractive to investors.

We are currently a “smaller reporting company,” meaning that we are not an investment company, an asset-backed issuer, or a majority-owned subsidiary of a parent company that is not a smaller reporting company and the market value of our stock held by non-affiliates, or our public float, is less than \$250 million. In the event our public float increases, we will remain a smaller reporting company if we continue to have annual revenues of less than \$100 million during our most recently completed fiscal year and our public float is less than \$700 million. If we are still considered a smaller reporting company at such time as we cease being an “emerging growth company,” we will be required to provide additional disclosure in our SEC filings. However, similar to emerging growth companies, smaller reporting companies are able to provide simplified executive compensation disclosures in their filings; are exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting; and have certain other decreased disclosure obligations in their SEC filings, including, among other things, only being required to provide two years of audited financial statements in annual reports. Decreased disclosures in our SEC filings due to our status as a smaller reporting company may make it harder for investors to analyze our results of operations and financial prospects, and may cause some investors not to invest in or hold our stock.

We are not currently subject to compliance with rules requiring the adoption of certain corporate governance measures and, as a result, our stockholders have limited protections against interested director transactions, conflicts of interest and similar matters.

The Sarbanes-Oxley Act, as well as resulting rule changes enacted by the SEC, the New York Stock Exchange and the Nasdaq Stock Market, require the implementation of various measures relating to corporate governance. These measures are designed to enhance the integrity of corporate management and the securities markets and apply to securities which are listed on those exchanges. Because our common stock is not currently listed on a national securities exchange, we are not required to comply with many of the corporate governance provisions and we have not yet adopted certain of these measures. Until we comply with such corporate governance measures, regardless of whether such compliance is required, the absence of such standards of corporate governance may leave our stockholders without protections against interested director transactions, conflicts of interest and similar matters.

We may be a controlled company within the meaning of the Nasdaq and NYSE rules if we eventually list on such exchange, and, as a result, may qualify for and intend to rely on exemptions from certain corporate governance requirements.

As of September 30, 2021, KKR Phorm Investors L.P. (“Phorm”) beneficially owned approximately 50.8% of our outstanding common stock. As a result, we may be a controlled company within the meaning of the Nasdaq or NYSE corporate governance standards, if we eventually list on the applicable exchange. Under Nasdaq rules, for example, a controlled company may elect not to comply with certain corporate governance requirements of the Nasdaq, including the requirements that:

- a majority of the board of directors consist of independent directors;
- the nominating and corporate governance committee be composed entirely of independent directors with a written charter addressing the committee’s purpose and responsibilities;
- compensation committee be composed entirely of independent directors with a written charter addressing the committee’s purpose and responsibilities; and
- there be an annual performance evaluation of the nominating and corporate governance and compensation committees.

If we were to list on Nasdaq in the future and are a controlled company at such time, we intend to utilize these exemptions (or similar exemptions if we were to list on NYSE), including the exemption for a board of directors composed of a majority of independent directors. In addition, we may rely on the phase-in rules of the

SEC, Nasdaq or NYSE if we are no longer a controlled company under the applicable listing standard. For example, the phase-in rules for Nasdaq permit us to have a compensation committee that has one member that is independent at the time that we cease to be a controlled company, a majority of members that are independent within 90 days thereafter and all members that are independent within one year thereafter. Accordingly, you may not have the same protections afforded to shareholders of companies that are subject to all of the corporate governance requirements of Nasdaq or NYSE.

In addition, pursuant to the terms of a stockholders agreement with Phorm (the “Phorm Stockholders Agreement”), Phorm has the right to appoint a member to each committee that may be established by our board of directors, appoint the chair of our board of directors, and nominate a majority of our board of directors, in each case subject to a phase-out period based on Phorm’s future share ownership. Phorm may assign these and other governance rights to certain transferees. Accordingly, even if we are no longer a controlled company, holders of our common stock may not have the same protections afforded to stockholders of companies that do not have a stockholders agreement similar to ours.

Our common stock trades on the OTCQX Market instead of a national securities exchange, which may make it more difficult for stockholders to sell their shares.

Our common stock is currently quoted on the OTC Market Group’s OTCQX Market quotation system under the ticker symbol “TGAN.” The OTC Markets are regulated quotation services that display real-time quotes, last sale prices and volume limitations in over-the-counter securities. Trading in shares quoted on the OTCQX is often thin, meaning that the number of persons interested in purchasing stock at or near bid prices at any given time may be relatively small or non-existent, and characterized by volatility in trading prices. This volatility may be caused by a variety of factors, including the lack of readily available price quotations, the absence of consistent administrative supervision of bid and ask quotations, lower trading volume and market conditions. As a result, there may be wide fluctuations in the market price of the shares of our common stock for reasons unrelated to operating performance, and this volatility, when it occurs, may have a negative effect on the market price of our common stock. Moreover, the OTCQX is not a stock exchange, and trading of securities on it is often more sporadic than the trading of securities listed on a national quotation system or stock exchange. Accordingly, our stockholders may not be able to realize a fair price for their shares when they determine to sell them or may have to hold them for a substantial period of time until the market for our common stock improves. In addition, the stock markets in general, including in the industry in which we operate, have experienced extreme volatility, particularly due to the COVID-19 pandemic, that has, in some cases, been unrelated to the operating performance of the issuer. Accordingly, these broad market and industry factors may also seriously harm the market price of our common stock, regardless of our operating performance.

Our common stock may not be eligible for listing or quotation on any securities exchange.

We do not currently meet the initial quantitative listing standards of any national securities exchange and we may never be able to satisfy the listing requirements for our common stock to be listed on a national securities exchange, which is often a more widely-traded and liquid market. Some, but not all, of the factors which may delay or prevent the listing of our common stock on a more widely-traded and liquid market include the following: our stockholders’ equity may be insufficient; the market value of our outstanding securities may be too low; our net income from operations may be too low; our common stock may not be sufficiently widely held; we may not be able to secure market makers for our common stock; and we may fail to meet the rules and requirements mandated by the several exchanges and markets to have our common stock listed. Should we fail to satisfy the initial listing standards of the national exchanges, or our common stock is otherwise rejected for listing, the trading price of our common stock could suffer, the trading market for our common stock may be less liquid and our common stock price may be subject to increased volatility.

The designation of our common stock as a “penny stock” would limit the liquidity of our common stock.

Our common stock may be deemed a “penny stock” (as that term is defined under Rule 3a51-1 of the Exchange Act). Generally, “penny stock” is common stock that is not listed on a securities exchange and trades for

less than \$5.00 a share. Prices often are not available to buyers and sellers and the market may be very limited. Penny stocks in start-up companies are among the riskiest equity investments. Broker-dealers who sell penny stocks must provide purchasers of these stocks with a standardized risk-disclosure document prepared by the SEC. The document provides information about penny stocks and the nature and level of risks involved in investing in the penny stock market. A broker must also provide purchasers with bid and offer quotations and information regarding broker and salesperson compensation and make a written determination that the penny stock is a suitable investment for the purchaser and obtain the purchaser's written agreement to the purchase. Many brokers and investors choose not to participate in penny stock transactions, which may result in further liquidity constraints and declines in the trading price of our common stock. Because of the penny stock rules, there may be less trading activity in penny stocks in any market that develops for our common stock in the future and stockholders are likely to have difficulty selling their shares.

Sales of substantial amounts of our common stock in the public markets, or the perception that such sales might occur, could cause the market price of our common stock to decline significantly, even if our business is doing well.

Sales of a substantial number of shares of our common stock into the public market, particularly sales by our directors, executive officers and principal stockholders, or the perception that these sales might occur in large quantities, could cause the market price of our common stock to decline. If our stockholders sell, or the market perceives that our stockholders intend to sell, a substantial amount of our common stock in the public market, the market price of our common stock could decline significantly.

We may be subject to certain liquidated damages pursuant to the registration rights agreement we entered into with certain holders of our securities.

Pursuant to registration statements that were declared effective by the SEC on June 19, 2020 and January 27, 2021 (the "Resale Registration Statements"), we registered an aggregate of 43,512,653 shares of our common stock, which includes shares of common stock reserved for issuance pursuant to certain outstanding warrants and a convertible promissory note, for resale by the stockholders named therein. Pursuant to the registration rights agreements we entered into with certain holders of our securities, subject to certain exceptions, if (i) the Resale Registration Statements cease to remain continuously effective or such holders are otherwise not permitted to utilize the Resale Registration Statements to resell their registrable securities for a period of more than 15 consecutive trading days, or (ii) trading of our common stock is suspended or halted for more than three full, consecutive trading days, we may be subject to certain liquidated damages up to a maximum amount equal to the aggregate purchase price paid by the holders for their registrable securities.

FINRA sales practice requirements may limit a stockholder's ability to buy and sell our stock.

The Financial Industry Regulatory Authority ("FINRA") has adopted rules requiring that, in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative or low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA has indicated its belief that there is a high probability that speculative or low-priced securities will not be suitable for at least some customers. If these FINRA requirements are applicable to us or our securities, they may make it more difficult for broker-dealers to recommend that at least some of their customers buy our common stock, which may limit the ability of our stockholders to buy and sell our common stock and could have an adverse effect on the market for and price of our common stock. This could also make it more difficult for us to raise capital.

If securities or industry analysts do not publish research or reports about our business, or if they issue an adverse or misleading opinion regarding our stock, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not currently have and may never obtain research

coverage by securities and industry analysts. In addition, because we did not become a reporting company by conducting an underwritten initial public offering of our common stock, and because we are not currently listed on a national securities exchange, security analysts of brokerage firms may not provide coverage of our company. We cannot assure you that brokerage firms will provide analyst coverage of our company in the future, or continue such coverage if started. In addition, investment banks may be less likely to agree to underwrite secondary offerings on our behalf than they might if we became a public reporting company by means of an underwritten initial public offering, because they may be less familiar with our company as a result of more limited coverage by analysts and the media, which could harm our ability to raise additional funding in the future. The failure to receive research coverage or support in the market for our shares will have an adverse effect on our ability to develop a liquid market for our common stock, which will negatively impact the trading price of our common stock.

If any of the analysts who cover us issue an adverse or misleading opinion regarding us or if our operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

Our principal stockholders and management have substantial control over us and could delay or prevent a change in corporate control.

As of September 30, 2021, Phorm, our largest stockholder, beneficially owned approximately 50.8% of our common stock, and our executive officers and directors, together with holders of ten percent or more of our outstanding common stock and their respective affiliates, beneficially owned approximately 54.2% of our common stock. As a result, these stockholders, acting together, or Phorm individually, have the ability to significantly impact the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation, or sale of all or substantially all of our assets. In addition, these stockholders, acting together or Phorm individually, have the ability to significantly impact the management and affairs of our company. Under the Phorm Stockholders Agreement, Phorm has the right to nominate (i) a majority of the board so long as it beneficially owns at least 40% of our then-outstanding shares of common stock, (ii) 33% of the directors (rounded up to the nearest whole number) so long as it beneficially owns at least 20% but less than 40% of our then-outstanding shares of common stock, and (iii) 10% of the directors (rounded up to the nearest whole number) so long as it beneficially owns at least 10% but less than 20% of our then-outstanding shares of common stock. Further, pursuant to the Phorm Stockholders Agreement, so long as Phorm beneficially owns 20% or more of the outstanding shares of our common stock, we will take all necessary action to cause a director nominated by Phorm to serve as chair of our board of directors.

The interests of these stockholders may not be the same as or may even conflict with your interests. The concentration of ownership and Phorm's rights under the Phorm Stockholders Agreement might decrease the market price of our common stock by:

- delaying, deferring, or preventing a change in control of the company, which could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company or our assets and might affect the prevailing market price of our common stock;
- impeding a merger, consolidation, takeover, or other business combination involving us; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of the company.

The significant concentration of stock ownership may also adversely affect the trading price of our common stock due to investors' perception that conflicts of interest may exist or arise.

Anti-takeover provisions in our charter documents could make an acquisition of us more difficult and may prevent attempts by our stockholders to replace or remove our management.

Provisions in our amended and restated certificate of incorporation and in our amended and restated bylaws may delay or prevent an acquisition of us or a change in our management. These provisions include a classified board of directors, a prohibition on actions by written consent of our stockholders from and after the date that Phorm beneficially owns less than a majority of our outstanding shares of common stock, supermajority voting requirements to amend certain provisions of our certificate of incorporation and bylaws from and after the date that Phorm beneficially owns less than a majority of our outstanding shares of common stock, and the ability of our board of directors to issue preferred stock without stockholder approval. Although we believe these provisions collectively will provide for an opportunity to receive higher bids by requiring potential acquirers to negotiate with our board of directors, they would apply even if the offer may be considered beneficial by some stockholders. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove then-current management by making it more difficult for stockholders to replace members of the board of directors, which is responsible for appointing the members of management. In addition, we have opted out of the provisions of Section 203 of the Delaware General Corporation Law (“DGCL”), which generally prohibit a Delaware corporation from engaging in any of a broad range of business combinations with any interested stockholder for a period of three years following the date on which the stockholder became an interested stockholder. However, our amended and restated certificate of incorporation provides substantially the same limitations as are set forth in Section 203 but also provides that Phorm and its affiliates and any of their direct or indirect transferees and any group as to which such persons are a party do not constitute interested stockholders for purposes of this provision.

Our bylaws designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, and also provide that the federal district courts will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, each of which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or agents.

Our bylaws provide that, unless we consent in writing to an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, stockholders, officers or other employees to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws or (iv) any action asserting a claim that is governed by the internal affairs doctrine, in each case subject to the Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein and the claim not being one which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery or for which the Court of Chancery does not have subject matter jurisdiction. Furthermore, our bylaws provide that, unless we consent in writing to an alternative forum, the federal district courts of the United States will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Any person purchasing or otherwise acquiring any interest in any shares of our common stock shall be deemed to have notice of and to have consented to these provisions of our bylaws. These choice of forum provisions may limit our stockholders’ ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, employees or agents, which may discourage such lawsuits against us and our directors, officers, employees and agents even though an action, if successful, might benefit our stockholders. Stockholders who do bring a claim in the Court of Chancery could face additional litigation costs in pursuing any such claim, particularly if they do not reside in or near Delaware. The Court of Chancery or a federal district court may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments or results may be more favorable to us than to our stockholders. Alternatively, if a court were to find either of these provisions of our bylaws inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could have a material adverse effect on our business, financial condition or results of operations.

We do not intend to pay dividends for the foreseeable future so any returns will be limited to changes in the value of our common stock.

We have never declared nor paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future. Any future determination about the payment of dividends will be made at the discretion of our board of directors and will depend upon our results of operations, cash flows and financial condition, operating and capital requirements, contractual restrictions, including any loan or debt financing agreements, and such other factors as our board of directors deems relevant. As a result, stockholders must rely on sales of their common stock after price appreciation as the only way to realize any future gains on their investment, which may never occur.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Exhibit Description	Filed with this Report	Incorporated by Reference			
			Form	Exhibit No.	Filing Date	SEC File No.
4.1	Warrant to Purchase Shares of Common Stock of the Registrant, dated August 13, 2021, issued to SAS Capital Co., Ltd.	X				
4.2	Warrant to Purchase Shares of Common Stock of the Registrant, dated October 4, 2021, issued to Yaskawa Electric Corporation		8-K	10.2	October 7, 2021	000-55832
10.1	Note Amendment and Conversion Agreement, dated October 4, 2021, by and among the Registrant, Transphorm Technology, Inc. and Yaskawa Electric Corporation		8-K	10.1	October 7, 2021	000-55832
10.2†	Share Purchase Agreement, dated as of July 20, 2021, by and between Transphorm Aizu, Inc. and GaNovation, Pte. Ltd.	X				
10.3† *	Joint Venture Agreement, dated as of December 20, 2020, by and between the Registrant and JCP Capital Management, LLC	X				
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of Sarbanes-Oxley Act of 2002	X				
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of Sarbanes-Oxley Act of 2002	X				
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X				
101.INS	Inline XBRL Instance Document	X				
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X				

† Portions of the exhibit, marked by brackets, have been omitted because the omitted information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

* Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant hereby undertakes to furnish supplementally a copy of any of the omitted schedules and exhibits to the SEC on a confidential basis upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Transphorm, Inc.

Date: November 12, 2021

By: /s/ Mario Rivas
Mario Rivas
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Cameron McAulay
Cameron McAulay
Chief Financial Officer
(Principal Financial and Accounting Officer)

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY U.S. STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

WARRANT NO. CS2021-2
DATE OF ISSUANCE : August 13, 2021
EXPIRATION DATE: August 13, 2024

NUMBER OF SHARES: 209,000
(subject to adjustment hereunder)

WARRANT TO PURCHASE SHARES
OF COMMON STOCK OF

TRANSPHORM, INC.

This Warrant is issued to SAS Capital Co., Ltd., or its registered assigns (including any successors or assigns, the “**Warrantholder**”), in connection with that certain Stock Purchase Agreement, dated as of August 13, 2021, by and among Transphorm, Inc., a Delaware corporation (the “**Company**”), and the Warrantholder (the “**Purchase Agreement**”).

1. EXERCISE OF WARRANT.

- (a) Number and Exercise Price of Warrant Shares; Expiration Date. Subject to the terms and conditions set forth herein, the Warrantholder is entitled to purchase from the Company up to 209,000 shares of the Company’s common stock, \$0.0001 par value per share (the “**Common Stock**”) (as adjusted from time to time pursuant to the provisions of this Warrant) (the “**Warrant Shares**”), at a purchase price of \$6.00 per share (the “**Exercise Price**”), on or before 5:00 p.m. New York City time on August 13, 2024 (the “**Expiration Date**”) (subject to earlier termination of this Warrant as set forth herein).
- (b) Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with Section 1(a) above, the Warrantholder may exercise this Warrant in accordance with Section 6 herein, by either:
 - (i) wire transfer to the Company or cashier’s check drawn on a United States bank made payable to the order of the Company, or
 - (ii) exercising of the right to credit the Exercise Price against the Fair Market Value (as defined below) of the Warrant Shares on the date of exercise (the “**Net Exercise**”) pursuant to Section 1(c).

Notwithstanding anything herein to the contrary, the Warrantholder shall not be required to physically surrender this Warrant to the Company until the Warrantholder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Warrantholder shall surrender this Warrant to the Company for cancellation within three trading days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall

have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Warrantholder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases.

(c) Net Exercise. If the Company shall receive written notice from the Warrantholder at the time of exercise of this Warrant that the holder elects to Net Exercise the Warrant, the Company shall deliver to such Warrantholder (without payment by the Warrantholder of any exercise price in cash) that number of Warrant Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

X = The number of Warrant Shares to be issued to the Warrantholder.

Y = The number of Warrant Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being cancelled (at the date of such calculation).

A = The Fair Market Value of one share of Common Stock (at the date of such calculation).

Where B = The Exercise Price (as adjusted hereunder to the date of such calculations).

The "Fair Market Value" of one share of Common Stock as of a particular date shall be determined as follows: (i) if traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the Common Stock on such exchange over the thirty (30) day period ending two business days prior to the date of Net Exercise; (ii) if traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) of the Common Stock over the thirty (30) day period ending two business days prior to the Net Exercise; or (iii) if fair market value cannot be calculated as of such date on either of the foregoing bases, the price determined in good faith by the Company's Board of Directors.

(d) Deemed Exercise. In the event that immediately prior to the close of business on the Expiration Date, the Fair Market Value of one share of Common Stock (as determined in accordance with Section 1(c) above) is greater than the then applicable Exercise Price, this Warrant shall be deemed to be automatically exercised on a net exercise issue basis pursuant to Section 1(c) above, and the Company shall deliver the applicable number of Warrant Shares to the Warrantholder pursuant to the provisions of Section 1(c) above and this Section 1(d).

2. CERTAIN ADJUSTMENTS.

(a) Adjustment of Number of Warrant Shares and Exercise Price. The number and kind of Warrant Shares purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(i) Subdivisions, Combinations and Other Issuances. If the Company shall at any time after the Date of Issuance but prior to the Expiration Date subdivide its shares of capital stock of the same class as the Warrant Shares, by split-up or otherwise, or combine such shares of capital stock, or issue additional shares of capital stock as a dividend with respect to any shares of such capital stock, the number of Warrant Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per share, but the aggregate Exercise Price payable for the total number of Warrant Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 2(a)(i) shall become effective at the close of business on the date the subdivision or combination

becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

- (ii) Reclassification, Reorganizations and Consolidation. In case of any reclassification, capital reorganization or change in the capital stock of the Company (other than as a result of a subdivision, combination or stock dividend provided for in Section 2(a)(i) above) that occurs after the Date of Issuance, then, as a condition of such reclassification, reorganization or change, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Warrantholder, so that the Warrantholder shall thereafter have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and/or other securities or property (including, if applicable, cash) receivable in connection with such reclassification, reorganization or change by a holder of the same number and type of securities as were purchasable as Warrant Shares by the Warrantholder immediately prior to such reclassification, reorganization or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the Warrantholder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price payable hereunder, provided the aggregate Exercise Price shall remain the same (and, for the avoidance of doubt, this Warrant shall be exclusively exercisable for such shares of stock and/or other securities or property from and after the consummation of such reclassification or other change in the capital stock of the Company).
- (b) Statement of Adjustment. Whenever the Exercise Price or number or type of securities issuable upon exercise of this Warrant is adjusted, as herein provided, the Company shall, at its expense, promptly deliver to the Warrantholder a certificate of an officer of the Company setting forth the nature of such adjustment and showing in reasonable detail the facts upon which such adjustment is based.
3. **NO FRACTIONAL SHARES.** No fractional Warrant Shares or scrip representing fractional shares will be issued upon exercise of this Warrant. In lieu of any fractional shares which would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the Fair Market Value of one Warrant Share.
4. **NO STOCKHOLDER RIGHTS.** Until the exercise of this Warrant or any portion of this Warrant, the Warrantholder shall not have, nor exercise, any rights as a stockholder of the Company (including without limitation the right to notification of stockholder meetings or the right to receive any notice or other communication concerning the business and affairs of the Company).
5. **RESERVATION OF STOCK.** The Company covenants that during the period this Warrant is exercisable, the Company will reserve from its authorized and unissued Common Stock a sufficient number of shares of Common Stock (or other securities, if applicable) to provide for the issuance of Warrant Shares (or other securities) upon the exercise of this Warrant.
6. **MECHANICS OF EXERCISE.** This Warrant may be exercised by the holder hereof, in whole or in part, by delivering to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Warrantholder at the address of the Warrantholder appearing on the books of the Company) a completed and duly executed copy of the Notice of Exercise in the form attached hereto as Exhibit A by mail or email attachment together with payment in full of the Exercise Price (unless the Warrantholder has elected to Net Exercise) then in effect with respect to the number of Warrant Shares as to which the Warrant is being exercised. This Warrant

shall be deemed to have been exercised immediately prior to the close of business on the date of the delivery to the Company of the Notice of Exercise as provided above, and the person entitled to receive the Warrant Shares issuable upon such exercise shall be treated for all purposes as the holder of such shares of record as of the close of business on such date. Warrant Shares purchased hereunder shall be transmitted by the Company's transfer agent to the holder by crediting the account of the holder's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("**DWAC**") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the holder or (B) the shares are eligible for resale by the holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery to the address specified by the holder in the Notice of Exercise by the end of the day on the date that is three trading days from the delivery to the Company of the Notice of Exercise and payment of the aggregate Exercise Price (unless exercised by means of a cashless exercise pursuant to Section 1(c)). The Warrant Shares shall be deemed to have been issued, and the holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price (or by Net Exercise) and all taxes required to be paid by the holder, if any, prior to the issuance of such shares, having been paid.

7. COMPLIANCE WITH SECURITIES LAWS; RESTRICTIVE LEGEND.

- (a) the Warrantholder on exercise of the Warrant will be acquired for investment for the Warrantholder's own account and not with a view to the resale or distribution of any part thereof, and (b) that the Warrantholder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"). In addition, as a condition of its delivery of certificates for the Common Stock, the Company will require the Warrantholder to deliver to the Company representations regarding the Warrantholder's sophistication, investor status, investment intent, acquisition for its own account and such other matters as are reasonable and customary for purchasers of securities in an unregistered private offering as set forth in the form of Notice of Exercise attached hereto as Exhibit A.
- (b) The Warrantholder understands that this Warrant and the Warrant Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations this Warrant and the Warrant Shares may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, the Warrantholder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.
- (c) Prior and as a condition to the sale or transfer of the Warrant Shares issuable upon exercise of this Warrant, the Warrantholder shall furnish to the Company such certificates, representations, agreements and other information, including an opinion of counsel, as the Company or the Company's transfer agent reasonably may require to confirm that such sale or transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, unless such Warrant Shares are being sold or transferred pursuant to an effective registration statement.
- (d) The Warrantholder acknowledges that the Company may place a restrictive legend, in substantially the form set forth in the Purchase Agreement, on the Warrant Shares issuable upon exercise of this Warrant in order to comply with applicable securities laws.

8. REPLACEMENT OF WARRANT. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or

destruction of this Warrant, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor.

9. TRANSFERS; EXCHANGES.

(a) Subject to compliance with applicable federal and state securities laws and Section 7 hereof, this Warrant may be transferred by the Warrantholder with respect to any or all of the Warrant Shares purchasable hereunder. For a transfer of this Warrant as an entirety by the Warrantholder, upon surrender of this Warrant to the Company, together with the Notice of Assignment in the form attached hereto as Exhibit B duly completed and executed on behalf of the Warrantholder, the Company shall issue a new Warrant of the same denomination to the assignee. For a transfer of this Warrant with respect to a portion of the Warrant Shares purchasable hereunder, upon surrender of this Warrant to the Company, together with the Notice of Assignment in the form attached hereto as Exhibit B duly completed and executed on behalf of the Warrantholder, the Company shall issue a new Warrant to the assignee, in such denomination as shall be requested by the Warrantholder, and shall issue to the Warrantholder a new Warrant covering the number of shares in respect of which this Warrant shall not have been transferred.

(b) This Warrant is exchangeable, without expense, at the option of the Warrantholder, upon presentation and surrender hereof to the Company for other warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant may be divided or combined with other warrants that carry the same rights upon presentation hereof at the principal office of the Company together with a written notice specifying the denominations in which new warrants are to be issued to the Warrantholder and signed by the Warrantholder hereof. The term "Warrants" as used herein includes any warrants into which this Warrant may be divided or exchanged.

10. APPLICABLE LAW. This Warrant shall be governed by and construed in accordance with the internal laws of the State of New York, without the application of principles of conflicts of laws that would result in any law other than the laws of the State of New York.

11. NOTICE. Any notices required or permitted to be given hereunder will be in writing and may be served personally or by mail, including by email; and if served will be addressed as follows:

If to the Company:

Transphorm, Inc.
75 Castilian Drive
Goleta, CA 93117
Attn: Primit Parikh and Cameron McAulay
Email: pparikh@transphormusa.com and cmcaulay@transphormusa.com

with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attn: Erika Muhl
Email: emuhl@wsgr.com

If to the Warrantholder:

SAS Capital Co, Ltd.
2F., No1, Sec. 2, Ligong 1st Rd.
Wujie Township, Yilan Country 268015
Taiwan (R.O.C.)
Attn: Doris Hsu
Email: Doris@saswafer.com

Any notice so given by mail will be deemed effectively given 48 hours after mailing when deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as specified above. Any notice given by email must be accompanied by confirmation of receipt, and will be deemed effectively given upon confirmation of such receipt. Any party may by written notice to the other specify a different address for notice purposes.

IN WITNESS WHEREOF, this Warrant is issued effective as of the date first set forth above.

TRANSPHORM, INC.

By: /s/ Cameron McAulay
Name: Cameron McAulay
Title: Chief Financial Officer

EXHIBIT A

NOTICE OF EXERCISE
(To be signed only upon exercise of Warrant)

To: Transphorm, Inc.

1. The undersigned, the Warranholder of the attached Warrant No. CS2021-2, hereby irrevocably elects to exercise the purchase right represented by such Warrant for, and to purchase thereunder, shares of Common Stock of Transphorm, Inc. as follows (choose one):

- Exercise for Cash. Pursuant to Section 1(b)(i) of the Warrant, the Warranholder hereby elects to exercise the Warrant for cash and tenders payment herewith (or has made a wire transfer) to the order of Transphorm, Inc. in the amount of \$_____.
- Net Exercise. Pursuant to Section 1(b)(ii) of the Warrant, the Warranholder hereby elects to Net Exercise the Warrant.

2. The undersigned requests that the certificates or book entry position evidencing the shares to be acquired pursuant to such exercise be issued in the name of, and delivered to, the following:

Name: _____
Address: _____

Email: _____
SSN: _____

3. The undersigned understands, agrees and recognizes that: No federal or state agency has made any finding or determination as to the fairness of the investment or any recommendation or endorsement of the securities. All certificates or book entry positions evidencing the shares of Common Stock may bear a legend substantially similar to the legend set forth in Section 7 of the Warrant regarding resale restrictions. By its signature below the undersigned hereby represents and warrants that it is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and agrees to be bound by the terms and conditions of the attached Warrant as of the date hereof.

Dated: _____

(Signature must conform in all respects to name of the Warranholder as specified on the face of the Warrant)

Signature: _____
By: _____
Its: _____

EXHIBIT B

NOTICE OF ASSIGNMENT FORM

FOR VALUE RECEIVED, [_____] (the “**Assignor**”) hereby sells, assigns and transfers all of the rights of the undersigned Assignor under the attached Warrant with respect to the number of shares of Common Stock of Transphorm, Inc. (the “**Company**”) covered thereby set forth below, to the following “**Assignee**” and, in connection with such transfer, represents and warrants to the Company that the transfer is in compliance with Section 7 of the Warrant and applicable federal and state securities laws:

	NAME OF ASSIGNEE		ADDRESS/FAX NUMBER
Number of shares:	_____	Signatures:	_____
Dated:	_____	Witness:	_____

ASSIGNEE ACKNOWLEDGMENT

The undersigned Assignee acknowledges that it has reviewed the attached Warrant and by its signature below it hereby represents and warrants that it is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and agrees to be bound by the terms and conditions of the Warrant as of the date hereof, including Section 7 thereof.

	Signatures: _____
	By: _____
	Its: _____
Address:	

[***] Certain information in this document has been excluded because it both (i) is not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed.

Share Purchase Agreement

Transphorm Aizu, Inc. (the “Transferor”) and GaNovation, Pte. Ltd. (the “Transferee”) agree on the transfer of shares of Aizu Fujitsu Semiconductor Wafer Solution Limited (the “Company”) held by Transferor to Transferee, and enter into the share purchase agreement (this “Agreement”) on July 20, 2021 as follows. Any capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Shares Purchase Agreement made as of May 23, 2017 by and among Transphorm, Inc., Aizu Fujitsu Semiconductor Limited and Fujitsu Semiconductor Limited.

Article 1 Share Transfer

Subject to and upon the terms and conditions of this Agreement, and subject to the terms and condition of the Joint Venture Agreement (the “GaNovation JVA”) dated December 20, 2020 by and between JCP Capital Management, LLC (“JCP”) and Transphorm, Inc. (“TPH”), the Transferor transfers to the Transferee, and the Transferee receives from the Transferor, 98,000 issued shares of the Company (the “Shares”) for the total consideration of JPY 1 (the “Purchase Price”) (this transaction is referred to as the “Share Transfer”).

Article 2 Closing

The closing of the Share Transfer (the “Closing”) will take place on August 1, 2021, or at such other date as mutually agreed between the Transferor and the Transferee, (in each case, the “Closing Date”) and the Transferee shall pay the Purchase Price to the Transferor by wire transfer of immediately available funds to the account designated by the Transferor, and the Transferor shall deliver a written request signed by the Transferor for the registration of the Share Transfer in the shareholder registry of the Company and transfer the Shares to the Transferee in exchange for such payment.

Article 3 Indemnifications

1. The Transferor hereby agrees to indemnify, defend and hold harmless the Company and the Transferee, from and against all damages and costs and expenses, incurred by the Transferee, as a result of the Transferor’s breach of any covenant or other agreement contained in or made pursuant to this Agreement.
2. The Transferee hereby agrees to indemnify, defend and hold harmless the Company and the Transferor from and against all damages and costs and expenses, incurred by the Transferor, as a result of the Transferee’s breach of any covenant or other agreement contained in or made pursuant to this Agreement.

Article 4 Transferee’s Conditions Precedent

The obligation of the Transferee to consummate the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Transferee, in whole or in part):

- (a) The Board of Directors of the Company approves the Share Transfer.

(b) The clearance under the Foreign Exchange and Foreign Trade Act of Japan has been obtained for the Share Transfer.

(c) The GaNovation JVA shall continue to be valid and fully complied with by the parties thereto, except as otherwise explicitly set forth in this Agreement.

Article 5 Transferor's Conditions Precedent

The obligation of the Transferor to consummate the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Transferee, in whole or in part):

(a) The clearance under the Foreign Exchange and Foreign Trade Act of Japan has been obtained for the Share Transfer.

(b) The GaNovation JVA shall continue to be valid and fully complied with by the parties thereto, except as otherwise explicitly set forth in this Agreement.

Article 6 Covenants

1. The parties agree that in connection with the Share Transfer, the Company shall be forgiven all the debt obligation it owes to TPH group outstanding as of the Closing in the amount of [***], on the condition that all of the Transferor's condition precedent stipulated in Article 5 of this Agreement has been fully satisfied.

2. The parties agree that after the Closing Date, any funding from the Transferee to the Company shall be made in the form of equity injection, unless otherwise agreed unanimously by the GaNovation Board.

Article 7 Governing law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

Article 8 Jurisdiction

The Transferor and the Transferee agree that the Tokyo District Court has exclusive jurisdiction as the court of first instance with regards to any dispute concerning this Agreement.

Article 9 Consultation in Good Faith

If any matter not stipulated in this Agreement arises, the Transferor and the Transferee shall consult in good faith and resolve that matter pursuant to the purpose of this Agreement.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Transferor and the Transferee execute this Agreement in duplicate with the signatures of each party, and each party retaining one original.

July 20, 2021

Transferor: Transphorm Aizu, Inc.
2-5-15 Shin-Yokohama Kohoku-ku, Yokohama, Kanagawa Prefecture, Japan

/s/ Primit Parikh

Name: Primit Parikh
Title: Representative Director

Transferee: GaNovation, Pte. Ltd.
34 Toh Guan Road East, #01-15, Enterprise Hub, Singapore
Name:

/s/ David Yuanhua Cong

Name: David Yuanhua Cong
Title: Director

***] Certain information in this document has been excluded because it both (i) is not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed.

JOINT VENTURE AGREEMENT

by and between

JCP Capital Management, LLC

and

Transphorm, Inc.

Date

December 20, 2020

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JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("**Agreement**") is made as of this 20th day of December, 2020 by and between JCP Capital Management, LLC ("**JCP**"), a company incorporated in Delaware, with an address at 505 Hamilton Avenue, Suite 220, Palo Alto, CA 94301 and Transphorm, Inc. ("**TPH**"), a corporation incorporated in Delaware, with an address at 75 Castilian Drive, Goleta, California 93117, U.S.A. (collectively referred to as the "**Parties**" and individually, a "**Party**").

WITNESSETH:

WHEREAS, the Parties intends to jointly form a joint venture company in Singapore with the name of GaNnovation (the "**JV**" or the "**Company**"), to engage in the business of distribution, development and supply of GaN products and any business relating to the businesses of AFSW and other services related thereto (the "**Business**"), and upon its incorporation make it a Party hereto;

WHEREAS, the Parties intends to have the JV acquire all the outstanding shares of Aizu Fujitsu Semiconductor Wafer Solution Limited ("**AFSW**"), a *kabushiki kaisha* incorporated in Japan, and to fund and improve the operations of AFSW through joint financial contributions by JCP and TPH;

WHEREAS, the Parties further desire to enter into a series of agreements to enable the JV to conduct its Business and to build the JV into a high-performing and appropriately-resourced entity operating with engineering and product sales capability; and

WHEREAS, the Parties intend to regulate and agree upon the organization and operation of the JV and each Party's rights and obligations and other matters regarding the JV.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "**Affiliate**" of JCP or TPH, as the case may be, means a Person or group of Persons: (a) which owns or Controls, directly or indirectly, JCP or TPH; (b) which is owned or Controlled, directly or indirectly, by JCP or TPH; or (c) which is owned or Controlled, directly or indirectly, by any Person described in Section 1.1(a) or (b). In relation to an investment fund or private fund, it shall also include any other investment fund or private fund under common Control with such fund or directly managed by the manager of such investment fund or private fund or such entity (as the case may be) provided that, for the avoidance of doubt, an entity in which such investment fund or private fund has merely made an investment shall not be an Affiliate of such investment fund or private fund;

1.2 "**Board**" means the board of directors of the Company.

1.3 "**Business**" has the meaning ascribed to that term in the Recitals.

1.4 "**Business Day**" means any day other than a Saturday, Sunday or public holiday under the laws of Singapore, or any other day on which banking institutions are authorized to close in Singapore.

1.5 "**Business Plan**" has the meaning ascribed to that term in Section 5.3.1.

1.6 "**Change of Control Transaction**" means either (a) the acquisition of the Company by an entity not affiliated with JCP or TPH by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, merger, demerger or share exchange but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned Subsidiary (hereinafter defined) immediately following such acquisition, its parent); or (b) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole by means of any transaction or series of related transactions with a party other than JCP or its Affiliates or TPH or its Affiliates, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Company.

1.7 "**Companies Act**" means the Companies Act (Chapter 50) of Singapore.

1.8 "**Competitor**" means any Person engaged in the manufacturing of GaN power device die and/or wafers.

1.9 "**Constitution**" means the constitution of the Company in accordance with the Companies Act.

1.10 "**Control**" (including, with its correlative meanings, the terms "Controlled by" or "under common Control with") means the power, right or authority to direct or cause the direction of the management or policies of a Person, or to elect a majority of the board of directors or similar governing body of a Person, whether through the ownership of securities or similar ownership interest, by contract or otherwise, and references to "Change of Control" include the transfer, disposition or relinquishment, whether directly or indirectly, of Control.

1.11 "**Director**" has the meaning ascribed to that term in Section 6.2.

1.12 "**Equity Securities**" means any and all Shares, securities, rights, options, warrants, appreciation rights or other instruments (including debt instruments) that are convertible into or entitle the holder to acquire or receive any Shares or any options to purchase rights to subscribe for securities or by their terms convertible into or exchangeable for Shares.

1.13 "**Financial Year**" or "**FY**" means a financial period of the Company commencing on 1st April and ending on 31 March of the following calendar year.

1.14 "**Governmental Approvals**" mean all consents, approvals, orders, permits or authorizations of, and registrations, declarations and filings with, and expirations of waiting periods imposed by, any court, legislative body, administrative agency, commission or other Governmental Authority and required in connection with the transactions contemplated herein.

1.15 "**Governmental Authority**," means any government, state or any subunit thereof), political subdivision or regulatory authority, whether domestic, foreign or multinational, or any agency, authority, bureau, commission, department, or court of any government state, political subdivision or regulatory authority or similar body or instrumentality thereof, or any federal state, local, governmental, foreign or arbitral tribunal.

1.16 "**Greater China Customers**" means customers whose group's primary design and development activity including those of its Affiliates) is located in the Territory.

1.17 "**Intellectual Property Rights**" means rights in or to any patents, utility models, trade secrets, registered and unregistered designs, mask works, copyrights, database rights, moral rights and any other form of protection afforded by law to inventions, models, designs or Confidential Information, as well as any registrations, applications, divisions, continuations, re-examinations, renewals or reissues of any of the foregoing, but excluding any and all rights with respect to trademarks, trade names, logos, service marks and other indicia of origin.

1.18 "**Laws**" means laws, statutes, ordinances, rules, requirements, decrees, orders or regulations.

1.19 "**Person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organization or trust in each case whether or not having a separate legal identity.

1.20 "**Section**" means a section of this Agreement.

1.21 "**Shareholder**" means each Person that holds Shares.

1.22 "**Shares**" means the shares of authorized and outstanding capital of the Company.

1.23 "**Subsidiary**" means a Person in which a Party hereto beneficially owns at least fifty percent (50%) of the equity interest or voting power of such Person.

1.24 "**Territory**" means the territory of Greater China (including Taiwan, Hong Kong and Macau).

Unless the context clearly requires otherwise, reference to the singular shall include the plural, reference to the plural shall include the singular and reference to a gender shall include all genders.

ARTICLE II FORMATION OF THE JV

2.1 **Shareholding.** The Parties agree to form the JV as soon as practicable in Singapore with the following shareholding interest:

2.1.1 **Initial Shareholding.** The JV shall be formed with JCP holding a 75% equity interest and TPH holding a 25% equity interest.

2.1.2 **Adjustment.** The shareholding interest of JCP and TPH in the JV is subject to the following adjustments:

(i) It is agreed that the 25% Shares held by TPH upon the formation of the JV is issued to TPH in exchange for the anticipated acquisition by the JV of the 49% interest of AFSW currently held by TPH pursuant to Section 7.1.2. In the case that the AFSW Acquisition is not completed within 9 months after the formation of the JV, or such longer period as may be necessary to fulfil the conditions precedent set forth in Section 7.3 hereof, the JV has a right to repurchase, at a nominal price of US\$ 1, a portion of the Shares held by TPH to lower TPH's shareholding in the JV to 1%. The remaining interest of 99% in the JV shall then be held by JCP.

(ii) Subject to completion of the AFSW Acquisition and upon the effective signing of a licensing agreement between TPH and the JV with respect to TPH's Intellectual Property Rights in GaN processed wafers and GaN packaged products, which agreement is expected to be negotiated and executed in or about April 2023 the "**Licensing Agreement**", the Parties agree to then authorize the JV to issue additional Shares to TPH for US\$ 1, such that TPH shall hold an interest of 32.5% in the JV.

2.2 **Transactions.** The Parties agree to enter into and/or to cause the JV to enter into the following transactions after the formation:

2.2.1 **Acquisition of AFSW.** The Parties agree to cause the JV to acquire the full interest in AFSW as described in Article VII, subject to the JV successfully obtaining the Governmental Approvals and satisfying the other conditions as specified therein.

2.2.1 **Stage I Transaction.** Immediately upon the formation and incorporation of the JV, TPH and the JV shall enter into a distribution, supply and joint development agreement the "**Supply and Distribution Agreement**") a final draft of which is appended hereto as **Appendix III** the "**Stage I Transaction**").

2.2.2 **Other Agreements.** The Parties agree to enter into and/or cause the JV to enter into the following agreements subject to and concurrently with the closing of the transaction pursuant to Section 7.1.2 hereof or such other date set forth below or that the Parties may otherwise agree (the "**Stage II Transactions**"):

(i) On or about 30 April 2023, TPH will enter into the Licensing Agreement with the JV, pursuant to which both the JV and the Designated Affiliate of JCP ("**Designated Affiliate**" as defined in the Supply and Distribution Agreement) will be granted, a royalty-free (fully paid-up), non-exclusive license from TPH under its applicable non-Epiwafer-related Intellectual Property Rights within the Territory (but excluding, for the avoidance of doubt, any Epiwafer-related Intellectual Property Rights or Intellectual Property Rights outside of the Territory), to use Epiwafers purchased from TPH to manufacture GaN processed wafers and develop GaN packaged products, solely for Greater China Customers. Under this Licensing Agreement, TPH shall not grant any third party within the Territory a license to fabricate GaN wafers using the Target IP. For the avoidance of doubt, the JV's sales of TPH's GaN wafers i.e. the sale portion of TPH business) pursuant to the Supply and Distribution Agreement are not constrained. Notwithstanding the foregoing, should the AFSW Acquisition not be completed by 30 April 2023, the Parties will discuss in good faith a market-based, royalty-bearing non-exclusive licensing agreement between the JV and TPH with respect to TPH's non-Epiwafer-related Intellectual Property Rights in GaN processed wafers and GaN packaged products in the Territory;

(ii) an agreement to grant the JV and the Designated Affiliate, the necessary rights to build additional wafer-fabrication facilities in Asia beyond AFSW, as required for GaN wafer capacity expansions, with TPH also having the rights to acquire wafers from such additional wafer-fabrication facilities at wafer price not to exceed that for the JV or the Designated Affiliate, provided that the JV will not exercise this right unless the JV and TPH take into account continued utilization of AFSW and jointly determine in good faith that (a) AFSW will not be able to meet anticipated wafer demands, and (b) a suitable opportunity to build such a facility has presented itself;

(iii) an agreement to second certain TPH employees for defined periods to the JV from time to time considering product needs of the JV and availability of TPH employees.

2.2.3 Subject to completion of the Stage II Transactions, (a) existing agreements between TPH and AFSW relating to wafer pricing terms and conditions, and, (b) subject to acceptance by JCP based on its due diligence review (which shall not be unreasonably refused), other existing agreements between TPH and AFSW, shall remain in place without modification and TPH and AFSW

shall continue to perform thereunder, provided that JCP (or its designated affiliate acceptable by TPH) shall be entitled to comparable pricing terms.

2.2.4 Party to this Agreement. Upon the formation and incorporation of the JV, the Parties agree to cause the JV to join as a party to this Agreement.

ARTICLE III CAPITAL CONTRIBUTION

3.1 AFSW Funding Plan. The Parties confirm and agree to the initial three-year funding requirements of AFSW as specified in the attached **Appendix I** (the "**AFSW Funding Plan**"). Such initial AFSW Funding Plan may be adjusted from time to time by the Parties.

3.2 Respective Funding Contributions. Upon the signing of the definitive agreements of the Stage II Transactions, the Parties agree to provide funding through the JV to AFSW based in the following proportions:

3.2.1 From the signing of the definitive agreements relating to the Stage II Transactions until 1 April 2023, JCP shall contribute 75% of the funding needs of AFSW and TPH shall contribute 25% of the funding needs of AFSW,

3.2.2 Starting from 1 April 2023, and subject to completion of the AFSW Acquisition, JCP shall contribute 67.5% of the funding needs of AFSW and TPH shall contribute 32.5% of the funding needs of AFSW, unless mutually agreed otherwise by the Parties.

3.2.3 Notwithstanding Sections 3.2.1 and 3.2.2 above, JCP's contribution under this Section 3.2 for the three-year period starting on the completion of the AFSW Acquisition shall not exceed US\$ [***] and TPH's contribution hereunder for such period shall not exceed US\$ [***].

3.3 Funding Notice. Funding shall be provided by each Party upon receipt of a monthly notification from the JV's Board of the amount necessary to cover the funding needs for the coming month. Such notification shall not exceed the amount set forth in the AFSW Funding Plan by more than 10%, unless it has been unanimously approved by the Board.

3.4 Funding of the JV Expenses. Starting on the incorporation of the JV, the Parties agree that JCP shall fund all the JV's expenses other than those relating to AFSW, provided that upon the completion of the AFSW Acquisition, all JV's expenses should be covered in the same proportions as set forth in Sections 3.2.1 and 3.2.2 above, provided that such expenses shall be subject to TPH's approval whenever they exceed [***]% of the cash needs set forth for such fiscal year in the AFSW Funding Plan.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1 Representations and Warranties of JCP. JCP hereby represent and warrant to TPH as of the date hereof:

4.1.1 Organization. JCP is duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement.

4.1.2 Authorization; Execution and Delivery; Enforceability. All corporate action on the part of JCP necessary for the authorization, execution and delivery of this

Agreement and for the performance of all its obligations hereunder has been taken. This Agreement has been duly executed and delivered by JCP and constitutes a valid and legally binding obligation.

4.1.3 Government and Other Consents. No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any Governmental Authority, or any other Person, is required in connection with JCP's execution, delivery and performance of this Agreement.

4.1.4 Effect of Agreement. JCP's execution, delivery and performance of this Agreement (including the contribution of capital as outlined in Article III) will not (i) violate its Certificate of Incorporation or any provision of Law, (ii) violate any judgment, order, writ, injunction or decree of any court applicable to JCP, (iii) result in the breach of, give rise to a right of termination, cancellation or acceleration of any obligation with respect to (presently or with the giving of notice, the passage of time or both), or otherwise be in conflict with any term of, or affect the validity or enforceability of, any agreement or other commitment to which JCP is a party and which would materially and adversely affect JCP, the Company and/or its Subsidiaries, or (iv) result in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of JCP, the Company and/or its Subsidiaries.

4.1.5 Litigation. There are no actions, suits or proceedings pending or, to JCP's knowledge, threatened, against JCP before any Governmental Authority which question JCP's right to enter into or perform this Agreement, or which question the validity of this Agreement.

4.2 Representations and Warranties of TPH. TPH hereby represents and warrants to JCP as of the date hereof as follows:

4.2.1 Organization. TPH is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement.

4.2.2 Authorization; Execution and Delivery; Enforceability. All corporate action on the part of TPH necessary for the authorization, execution and delivery of this Agreement and for the performance of all its obligations hereunder has been taken. This Agreement has been duly executed and delivered by TPH and constitutes a valid and legally binding obligation of TPH.

4.2.3 Government and Other Consents. No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any Governmental Authority, or any other Person, is required in connection with TPH's execution, delivery and performance of this Agreement.

4.2.4 Effect of Agreement. TPH's execution, delivery and performance of this Agreement will not (i) violate the Certificate of Incorporation or Bylaws of TPH, or any provision of Law, (ii) violate any judgment, order, writ, injunction or decree of any court applicable to TPH, (iii) result in the breach of, give rise to a right of termination, cancellation or acceleration of any obligation with respect to (presently or with the giving of notice, the passage of time or both), or otherwise be in conflict with any term of, or affect the validity or enforceability of, any agreement or other commitment to which TPH is a party and which would materially and adversely affect it or the Company, or (iv) result in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of TPH.

4.2.5 Litigation. There are no actions, suits or proceedings pending or, to TPH's knowledge, threatened, against TPH before any Governmental Authority which question TPH's right to enter into or perform this Agreement, or which question the validity of this Agreement.

**ARTICLE V
OPERATION OF THE COMPANY**

5.1 Activities. The Company shall be engaged in the distribution, development and supply of GaN products and any business relating to the businesses of AFSW.

5.2 Cash Requirement of the Company. All cash requirements of the Company shall be satisfied from cash generated by the operations of the Company, from external financing on a non-recourse basis and without guarantees of the Shareholders or their Affiliates) procured by the Company in its own name, from financing by the Shareholders the burden of such financing shall be allocated to a Shareholder based on the proportions set forth in Article III).

5.3 Business Plan.

5.3.1 Conduct of Business. The Company shall conduct its Business in conformity with a business plan to be jointly agreed to by the Parties, as may be amended from time to time thereafter with the approval of the Board (the "**Business Plan**"). The Parties shall continue to discuss in good faith immediately following the execution of this Agreement and agree on the Business Plan by the close of the Stage II Transactions.

5.3.2 Revised Budget. The budget of the Company for each Financial Year shall be adopted by the Board, reviewed quarterly and may be revised by the Company with the approval of the Board.

5.4 Independent Entity. The Company shall be operated as an independent business entity, even though the Parties may provide products, personnel and services.

**ARTICLE VI
MANAGEMENT OF THE COMPANY**

6.1 Board. Except where the approval of the Shareholders is required by applicable Laws, the Constitution of the Company or this Agreement, the business and affairs of the Company shall be managed by the Board. Subject to the other provisions of this Agreement, the Board will govern the corporate matters of the JV, approve and manage the budget and operating plan of the JV, govern the JV's performance of its business activities, and exercise other powers and duties in accordance with any other agreements which the JV has entered into.

6.2 Composition of the Board. The Board shall consist of five (5) members (each, a "**Director**"), three (3) of whom shall be nominated by JCP and two (2) of whom shall be nominated by TPH, and each Shareholder shall vote all of its Shares in favor of the election of the Directors nominated by the other, provide however, if any Party's shareholding in the Company is equal to or less than 1%, such Party should relinquish its right to appoint any Director. Each Director shall have one (1) vote at the meetings of the Board. Each of JCP and TPH shall have the right to nominate a replacement for any Director previously nominated by it, and each shall vote all of its Shares in favor of the election of such replacement. A Director nominated by JCP shall be a Chairman of the Board for all meetings. In the event that a Shareholder who is entitled to nominate a Director seeks to remove such Director by written notice to the Company, all Shareholders shall be obligated to vote their Shares in favor of such removal.

6.3 Board Observers. Representatives of TPH and JCP may attend and participate in any meeting of the Board, but shall in all other respects be non-voting observers. Notwithstanding the foregoing, no more than four observers shall be allowed to attend any Board meeting, in order to maintain the efficiency of such meetings.

6.4 Meetings; Quorum. Regular meetings of the Board shall be held at least once per three (3) months at such place and time as set forth in notices provided to the Directors at least ten (10) Business Days in advance of such meeting. The meetings of the Board may take place out of Singapore. Special meetings of the Board shall be held upon notice of not less than three (3) Business Days setting forth an agenda or purpose for the meeting; provided, however, that any Director may waive compliance with such notice requirement before or after the meeting. Special meetings of the Board may be called by at least two (2) Directors upon three (3) Business Days' notice to the Chairman, which notice shall include an agenda for such meeting.

6.4.1 In respect of each Director, the following shall constitute approval: (i) the prior written approval of the Director; (ii) the affirmative vote of the Director at a meeting of the Board; or (iii) the signature of the Director on a resolution in writing circulated to all Directors. In respect of a resolution in writing circulated to all Directors, the passing of any such resolution may consist of several documents in original, facsimile or electronic form, each signed by one or more Directors. For the avoidance of doubt, where a Director fails to respond to any proposed resolution after ten (10) Business Days of being Notified in writing, the said Director shall be deemed to have declined to vote in favour of the proposed resolution.

6.4.2 Any Director may propose items for the agendas of any meeting of the Board whether in advance or at such meeting.

6.4.3 A quorum shall be deemed to exist for purposes of Board actions so long as at least a majority of the total number of Directors then in office, including at least one Director nominated by TPH, are present, provided that proper notice of such Board meeting has been given, in accordance with Section 6.4, to each of the Directors then in office. Directors may participate in Board meetings in person or electronically (including video or audio conference) in accordance with the applicable Laws.

6.4.4 Proceedings of Board meetings shall be in English, as the case may be, and a record of each Board meeting shall be made in English, and sent promptly to each Shareholder.

6.4.5 Minutes of the meetings of the Board shall be placed and duly maintained at the registered office of the Company.

6.4.6 Any action that may be taken at a meeting of the Board may be taken in writing in accordance with the Constitution of the Company.

6.5 Personnel; Representative Director. Upon completion of the Stage II Transactions, (a) one of the Directors to be nominated by JCP shall be appointed by the Board to be the manager of the Company and (b) TPH will second, at its own cost one of its employees to the JV, to act as a senior officer in charge of coordinating the TPH resources available to the JV.

6.6 Actions Requiring Unanimous Board Approval. The Parties agree that the matters as set out in Appendix II require the unanimous approval of the Directors present at a properly-noticed Board meeting, and no Shareholder shall convene a shareholders meeting with respect to the following matters without the prior written consent of the other Shareholder, provided that such other Shareholder should own no less than 5% of the shares of the Company. The items listed in Appendix II shall be reviewed periodically and supplemented as necessary by mutual agreement of JCP and TPH.

6.7 Agreement Regarding Board. Each Shareholder shall take all actions necessary to cause the Directors nominated by it to abide by and implement all of the provisions of this Agreement.

6.8 Procedure in the Event of Failure to Agree. In the event that the Board has been unable to resolve any matter set forth in Section 6.6 within thirty (30) Business Days after such matter was referred to the Board, then any Party may bring the matter to the attention of the Managing Partner of JCP and President/COO of TPH (the "**Designated Individuals**") for a decision. The joint decision of the Designated Individuals shall be final and binding on the Company, and the Parties shall direct the Directors nominated by them to exercise their voting rights and take all other necessary steps to ensure that such resolution is fully and promptly carried into effect.

6.9 Subsidiaries' Activities. The Board shall be responsible for the nomination and appointment, removal and replacement of the directors of each of the Company's Subsidiaries. Any decision made by the Board shall be implemented on a consistent basis by the Company's Subsidiaries. Unless indicated otherwise herein, every provision of this Agreement that applies to the Company shall similarly apply to each and everyone of its Subsidiaries. No Subsidiary may carry out any action that would be prohibited, be regulated or require a specific approval without complying with the provisions of this Agreement as if such action was to be carried out by the Company.

ARTICLE VII ACQUISITION OF AFSW

7.1 Acquisitions. It is agreed that upon the satisfaction of certain conditions as set forth in this Article VII, the JV shall acquire all outstanding shares of AFSW through the following two transactions (the "**AFSW Acquisition**"):

7.1.1 The Parties shall cause the JV to acquire 51% shares of AFSW from Fujitsu Semiconductor Limited ("**FSL**") at a purchase price of one Japanese Yen, by assigning the Joint Venture Agreement between TPH, AFSW and FSL dated 23 May 2017 (the "**TPH-FSL JVA**") to the JV within nine (9) months from the date hereof.

7.1.2 TPH agrees to transfer the 49% shares of AFSW TPH currently holds to the JV at no additional consideration.

7.1.3 The Parties will use their best endeavours to aid the JV in obtaining approval from the Ministry of Economy, Trade and Industry of Japan ("**METI**") for the transactions contemplated under Sections 7.1.1 and 7.1.2.

7.2 Board of AFSW . The Parties agree to cause the size, composition, powers and duties of the board of AFSW to be the same as that of the JV as if the Parties were directly shareholder of AFSW in their respective proportions in the capital of the JV.

7.3 Conditions to Closing. The conditions to closing of the AFSW Acquisition are as follows:

7.3.1 The JV to have obtained the necessary approval from METI for the AFSW Acquisition;

7.3.2 JCP is satisfied with the financial and legal due diligence review of the AFSW Acquisition;

7.3.3 TPH provides limited representations and warranties in the agreements in connection with the AFSW Acquisition;

7.3.4 Each Party has obtained its internal approval;

7.3.5 Execution of the Distribution Agreement and transactional documents contemplated in Section 2.2; and

7.3.6 There is no material adverse event between the date of this Agreement and the closing of the AFSW Acquisition.

ARTICLE VIII COVENANTS

8.1 Intellectual Property Rights. The Parties agree that the Company may from time-to-time fund and develop new Intellectual Property Rights and such new Intellectual Property Rights shall be owned by the Company. The Parties further agree that TPH shall receive (and JV hereby grants to TPH) a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, sublicensable (through multiple tiers) license in respect of such new Intellectual Property Rights owned by the Company to reproduce, modify, distribute, perform, display, create derivative works of, make, have made, use, sell, offer to sell, import and otherwise dispose of and exploit any products or services.

8.2 Cooperation. The Parties shall cooperate reasonably with each other to obtain and maintain all necessary approvals and registrations to effect this Agreement and all related agreements and documents; provided, however, that the Parties shall not be required to change any provision of this Agreement to obtain or maintain any such approvals or registrations.

8.3 [***].

8.4 Restrictive Covenant by TPH. TPH undertakes to not give any third party the rights to build a GaN fab anywhere in Asia, without prior approval of the JV.

ARTICLE IX TERM AND TERMINATION

9.1 Term and Termination. This Agreement shall remain effective unless: (i) the Agreement is terminated by mutual written agreement by both Parties; (ii) the Company has completed an initial public offering exercise; or (iii) either of TPH or JCP no longer holds any Shares.

ARTICLE X TRANSFER RESTRICTIONS AND RIGHT TO MAINTAIN CAPITAL

10.1 Restrictions on Transfers. No Shareholder may enter into an agreement to sell or perform a transfer of any of its Shares or any interest in any of its Shares within three (3) years of the date hereof, except for a transfer under Section 10.3. The Shareholders agree that sale or transfer of any Shares to any Competitor shall always be prohibited, except where prior written consents of TPH and JCP are obtained.

10.2 Right of First Refusal. Subject to prior written consent of the other Shareholder, any Shareholder ("**Selling Shareholder**") who proposes to transfer, at any time, all or part of its Shares to a third party purchaser shall be required to give notice in writing ("**ROFR Notice**") to the Company and the other Shareholder ("**Non-Selling Shareholder**") of the proposed transfer, specifying the number of Shares it wishes to transfer ("**TP Sale Shares**"), the name of the third party purchaser, the transfer price ("**Sale Price**"), and other material terms of the proposed transfer ("**Third Party Offer**").

10.2.1 No ROFR Notice once given shall be withdrawn without the consent of the Board. The ROFR Notice shall constitute the Company as the agent of the Selling Shareholder for the sale of the TP Sale Shares at the Sale Price. The Non-Selling Shareholder shall have the right within ten (10) Business Days of receipt of the ROFR Notice to acquire all (and no less than all) the TP Sale Shares.

10.2.2 Following the expiry of the right to acquire the TP Sale Shares or if the Non-Selling Shareholder elects in writing not to exercise their right of first refusal, then the Selling Shareholder shall be free to sell the TP Sale Shares to the third party purchaser on the same terms as found in the Third Party Offer, provided that the Directors shall be entitled to refuse registration of the third party purchaser as a member of the Company if: (i) the third party purchaser is or is reasonably believed by the Board to be a nominee for or connected with a Competitor; ii) the Directors are not reasonably satisfied that the TP Sale Shares are being sold in pursuance of a bona fide sale for not less than the Sale Price without any deduction, rebate or allowance whatsoever to the third party purchaser; (iii) the Selling Shareholder has breached any provision of this Agreement; or iv) the third party purchaser has not executed a deed of accession to this Agreement contemporaneously with such transfer.

10.3 Permissible Transfers. Each Party shall be entitled at any time to transfer all or a portion of the Shares registered in its name to an Affiliate of such Party, provided that such Affiliate shall assume the obligations of such transferring Party. Any transfer of Shares to an Affiliate by a transferring Party shall require notification to be provided by the transferring Party to all other Parties. In the event such Affiliate ceases to be in such an affiliate relationship with the transferring Party, the relevant Shares shall be transferred by such Affiliate back to the transferring Party or to another Affiliate of the transferring Party.

10.4 Tag Along. The Selling Shareholder (the "**Tag Offeror**") shall give to each other Shareholder who has not exercised its right of first refusal pursuant to Clause 10.2 above (the "**Tag Offeree**") notice ("**Tag Notice**") of its right, exercisable in lieu of exercising their rights of first refusal, to require the third party purchaser to purchase up to a number of the Shares corresponding to the total number of Shares held by the Tag Offeree multiplied by (i) the number of TP Sale Shares divided by (ii) the total number of Shares held by the Selling Shareholder immediately prior to the proposed sale (on an as-converted basis and as nearly as possible without involving fractions) ("**Tag Shares**"), and at a price and terms no less favourable than those offered to the Tag Offeror and proposed by the third party purchaser ("**Tag Along Right**").

10.4.1 The Tag Offeree shall give the Tag Offeror notice in writing of its exercise of the Tag Along Right before the expiry of the period that is ten (10) Business Days from the date of the Tag Notice, failing which it shall be deemed not to have exercised its Tag Along Right.

10.4.2 If the Tag Offeree exercises the Tag Along Right, the Tag Offeror shall provide such Tag Offeree with an offer in writing on behalf of the third-party purchaser for the relevant Tag Shares at the same price and terms as the Ordinary Shares to be Transferred by the Tag Offeror to the third party purchaser ("**Tag Along Offer**"), within ten (10) Business Days from the date on which the Tag Offeree exercised the Tag Along Right pursuant to this Section 10.4.

10.4.3 If any Tag Offeree accepts the Tag Along Offer, completion of the sale and purchase of the relevant Tag Shares to the third-party purchaser pursuant to that offer shall be conditional on completion of the sale and purchase of the TP Sale Shares to the third-party purchaser and shall take place at the same time, price and condition as the completion of the sale and purchase of the TP Sale Shares.

10.4.4 Following the expiry of the period specified in Section 10.4.1, if the Tag Offeree elects in writing not to exercise its Tag Along Right, or if the Tag Offeree does not accept the Tag Along Offer pursuant to this Section 10.4, Section 10.2.2 shall apply, *mutatis mutandis*.

10.4.5 If the Tag Offeror fails to provide the Tag Offeree with the Tag Along Offer, the Tag Offeror shall not be entitled to complete the proposed sale to the third-party purchaser and the Company shall not register any transfer of Shares effected in accordance with such proposed sale.

10.5 **Right to Maintain Capital.** If the Company proposes to allot any Equity Securities, those Equity Securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms and at the same price as those Equity Securities are being offered to other persons. Each Shareholder shall be entitled to subscribe for a number of Equity Securities corresponding to the total number of Equity Securities offered multiplied by the proportion of Shares held by such Shareholder to the total number of Shares held by all the pre-empting Shareholders (on an as-converted basis and as nearly as possible without involving fractions) ("**Pre-emptive Rights**"). The offer shall be in writing, shall be open for acceptance for a period of ten (10) Business Days from the date of the offer and shall give details of the number and subscription price of the relevant Equity Securities.

10.5.1 In the event that any Shareholder chooses not to purchase its full *pro rata* share of the Equity Securities offered, the Company shall offer such remaining equity shares *pro rata* to the other remaining Shareholders, in accordance with the procedure in this Section 10.5.

10.5.2 The Company shall be allowed to offer the remaining Equity Securities not taken up by the Shareholders pursuant to this Section 10.4 to any other persons, at the same price and on the same terms as the offer to the Shareholders under this Section 10.5 and allot such Equity Securities to such persons, provided however that such persons, if they are not already Shareholders, have entered into a deed of accession to this Agreement.

10.5.3 The Pre-emptive Rights shall not apply to the following issuances of Equity Securities: (i) Equity Securities issued upon the conversion of any existing debenture, warrant, option or other convertible security; (ii) Equity Securities issuable upon any share splits, share dividends, or any subdivision of Shares; and (iii) Equity Securities, or options to purchase Equity Securities issued or issuable to employees, directors or consultants of the Company, pursuant to applicable employee share option plans or employee share award plans.

ARTICLE XI MISCELLANEOUS

11.1 **No Partnership.** None of the provisions of this Agreement shall be deemed to constitute a partnership between or among the Parties and they shall have no authority to bind one another or the Company in any way.

11.2 **Limitations on Parties' Authority.** None of the Parties shall have or hold itself out as having, any right, authority or agency to act on behalf of any other Party or the Company in any capacity or in any manner except as specifically authorized in this Agreement, and none of the Parties shall become liable to any other Parties or to any other Person by reason of any representation, action or omission of any other Party contrary to this provision. Without limiting the generality of the foregoing, in no event shall any Party have any liability or obligation for any debts, liabilities or contractual obligations of any other Party to any other Person and each Party agrees to indemnify and hold harmless any other Party as to such debts, liabilities and contractual obligations.

11.3 Constitution. In the event of any inconsistency between the Constitution and this Agreement, the provisions of this Agreement shall prevail, and the Shareholders shall take all such steps as may be available to them so as to give effect to the provisions of this Agreement, including without limitation, amending and registering the Constitution with the Accounting and Corporate Regulatory Authority to remove such inconsistency. In the event that any one or more of the provisions of this Agreement cannot at any time be adequately provided for in the Constitution, they shall nevertheless remain contractual commitments and obligations of the Shareholders, and each of them shall take such actions as may be necessary to carry out and implement in full the provisions of this Agreement. Each Party agrees to ensure that, prior to any sale or transfer of Shares to a new Shareholder, such new Shareholder provides signed written agreement to be bound by this Agreement and to provide such signed written agreement to the Company.

11.4 Indemnification.

11.4.1 Each Party (each, an "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the Company and any other Party, its permitted successors and assigns, from and against any and all losses, liabilities, claims, damages, costs and expenses including reasonable legal fees and disbursements in connection therewith (collectively, "**Claims**") asserted against or incurred by the Company or such other Party which arise out of, result from, or may be payable by virtue of, any breach of any representation, warranty, covenant or agreement made or obligation required to be performed by the Indemnifying Party pursuant to this Agreement.

11.4.2 In the case of a third party Claim which is subject to indemnification under this Section 11.4, the Indemnifying Party shall be notified promptly in writing of the existence of any such Claim instituted at any time against or made upon the indemnified Party or the Company by any third party, and shall be given the opportunity to defend the same with counsel of its choice, in which the indemnified Party or the Company, as the case may be, shall cooperate. If the Indemnifying Party, after notification, fails promptly to undertake such defense, then the indemnified Party, or the Company, as the case may be, may undertake the defense with counsel of its choice, in which case the Indemnifying Party shall bear the cost of such defense, including reasonable legal fees and disbursements in connection therewith, and shall pay the amount of any judgment or settlement.

11.5 Confidentiality.

11.5.1 All information, whether written or oral, relating to the Company, the Parties or their Affiliates, or their respective businesses or operations, which includes but is not limited to information obtained as a proprietary right ("**Confidential Information**"), disclosed by any Party (the "**Disclosing Party**") to any other Party (or its directors, officers, employees or representatives) shall be kept strictly secret and confidential and shall not be disclosed to any Person except to the extent that any such disclosure is necessary in connection with the performance of this Agreement, and except to the extent that (i) such information is known to such other Parties when received or is or subsequently becomes lawfully obtained from other sources; (ii) the duty as to confidentiality and non-use is waived in writing by the Disclosing Party; or (iii) disclosure of such information is required by applicable Laws or is validly ordered by a Governmental Authority. In the circumstance where disclosure of Confidential Information is demanded by a Governmental Authority, the Disclosing Party shall inform the other Parties and the Board of such disclosure, limit the disclosure to what is strictly necessary, and seek to oppose such demand within all reasonable legal means. The Parties further agree that they shall not use, nor permit their respective Affiliates to use, any Confidential Information for any purpose whatsoever except in the manner expressly provided or contemplated in this Agreement.

11.5.2 Each of the Parties agrees to take, and to cause its respective Affiliates and the Company to take, reasonably adequate security and precautionary measures to effect compliance with this Section 11.5 by directors, officers, employees and agents of each of the

Parties, their respective Affiliates and the Company who are given access to Confidential Information.

11.5.3 Each of the Parties hereby acknowledges that the Non-Disclosing Party would be irreparably harmed by a breach of this Section 11.5 and it would not be possible to estimate damages resulting from such a breach. The Parties agree that the Non-Disclosing Party shall be entitled to injunctive relief to prevent a breach or continued breach of this Section 11.5, or any part of it, and to secure the enforcement of this Section 11.5 and shall be entitled to recover from the other Disclosing Party reasonable legal fees and all costs and expenses incurred in connection with such an action.

11.6 Expenses. Except as otherwise expressly provided herein, each Party shall pay their own expenses incurred in connection with the execution of this Agreement and their respective performance of the obligations provided for herein, including the expenses incurred by Directors nominated by the respective Shareholders in connection with attendance at meetings of the Board.

11.7 Notices. All notice, waivers and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or one (1) day after being sent by e-mail (with reasonable evidence of transmission) and followed by registered mail or an internationally recognized overnight courier service if those to be notified, including Shareholders, Directors and auditors, reside outside Singapore, addressed to the Party to whom the notice is intended to be given at the addresses specified below:

(a) If to JCP:
505 Hamilton Avenue, Suite 220
Palo Alto, CA 94301
Attn: Managing Partner

(c) If to TPH:
75 Castilian Drive
Goleta, CA 93117, U.S.A.
Transphorm, Inc.
Attn: Chief Executive Officer

With a copy, which shall not constitute notice, to each of:

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304-1050, U.S.A.
Attn: Mark Bertelsen and Julia Reigel

or to such other address or addresses as any such Party may from time to time designate by written notice. Notwithstanding the foregoing, the Parties acknowledge and agree that notice hereunder may be provided by e-mail, but such notice shall not be deemed effective unless and until the Party to whom such notice was delivered confirms, in writing, receipt of such notice.

11.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Notwithstanding the foregoing, no rights, obligations or liabilities hereunder shall be assignable by a Party without prior written consent of all of the other Parties; provided, however, that a Party shall not unreasonably withhold its consent to the assignment of rights and obligations by the other Parties to its Affiliate if that Affiliate's performance has been guaranteed satisfactorily in form and substance by the assigning Party.

11.9 Waiver. No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. A Party may by written notice (a) extend the time for performance of any of the obligations or other actions of any other Parties under this Agreement, (b) waive any inaccuracies in the representations or warranties of any other Shareholder contained in this Agreement, or (c) waive or modify performance of any of the covenants or obligations of any other Parties under this Agreement.

11.10 Announcements. JCP and TPH shall consult and confer with each other prior to making any public announcement concerning any of the transactions contemplated in this Agreement.

11.11 Entire Agreement. This Agreement supersedes any previous agreement, whether written or oral, that may have been made or entered into by and among the Parties or any of them or their representatives relating to the matters contemplated hereby. This Agreement constitutes the entire agreement by and among the Parties with respect to the subject matter hereof. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

11.12 Amendments. This Agreement may be amended or supplemented only by written agreement signed by the Parties.

11.13 Limitations on Rights of Third Persons. A person or entity who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this Agreement. This Section 11.13 shall survive the termination of this Agreement.

11.14 Governing Law. This Agreement and the legal relations among the Parties and the Company shall in all respects be interpreted, construed and governed by and in accordance with the laws of Singapore.

11.15 Resolution of Disputes.

11.15.1 The Parties shall attempt in good faith to resolve any and all disputes arising out of or relating to this Agreement through friendly consultations. If the Parties cannot resolve the dispute through friendly consultation within fifteen (15) days, the provisions of Section 11.15.2 to Section 11.15.7 shall apply with respect to such dispute.

11.15.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be referred to and finally resolved exclusively by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**"). The arbitration shall be conducted in accordance with the arbitration rules of the SIAC in effect at the time of the arbitration, except as they may be modified by mutual agreement of the Parties. The seat of the arbitration shall be Singapore. The arbitration shall be conducted in the English language.

11.15.3 The arbitration shall be conducted by three (3) arbitrators. The Party initiating arbitration (the "**Claimant**") shall appoint an arbitrator in its request for arbitration (the "**Request**"). The other Party (or Parties as the case may be) to the arbitration (the "**Respondent**") shall appoint an arbitrator within thirty (30) days of receipt of the Request and shall notify Claimant of such appointment in writing, and in the event the Respondent fails to appoint an arbitrator within such time, SIAC shall appoint an arbitrator in the Respondent's stead. The first two (2) arbitrators appointed in accordance with this provision shall appoint a third arbitrator, who shall act as chair of the tribunal. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties. The award may include an award of costs, including, without limitation, reasonable attorneys' fees and disbursements. In addition to monetary damages, the arbitral tribunal shall be empowered to award equitable relief.

11.15.4 The Parties agree that the arbitration shall be kept confidential, and that the costs of arbitration shall be borne by the losing Party unless otherwise determined by the arbitration award. All payments made pursuant to the arbitration decision or award and any judgment entered thereon shall be made in United States dollars, free from any deduction, offset or withholding for taxes.

11.15.5 Notwithstanding this Section 11.15 or any other provision to the contrary in this Agreement, no Party shall be obligated to follow the foregoing arbitration procedures where such Party intends to apply to any court of competent jurisdiction for an interim injunction or similar equitable relief against any other Party, provided there is no unreasonable delay in the prosecution of that application.

11.15.6 When any dispute occurs and when any dispute is under litigation or arbitration, except for the matters in dispute, the Parties shall continue to fulfill their respective obligations and shall be entitled to exercise their rights under this Agreement. However, this provision shall not apply to rights or obligations extinguished in connection with a valid termination of this Agreement.

11.15.7 Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Except as set forth above in Section 11.15.5, each of the Parties hereby irrevocably waives any and all right to trial in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

11.16 Severability. Each section and subsection of this Agreement constitutes a separate and distinct undertaking or provision hereof. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Laws. In the event that any provision of this Agreement shall finally be determined by a competent court or tribunal to be unlawful or unenforceable, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the Parties to the extent permissible under applicable Laws.

11.17 Execution in 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 agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Each Party agrees to be bound by its own electronic signature and that it accepts the electronic signature of the other Parties.

11.18 Time of the Essence. Any time or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties, but as regards any time,

Appendix I

AFSW FUNDING PLAN

Two scenarios are listed - standard and with steeper [*] volume ramp in [***]**

Standard Plan	Year 1 (~FY2021)	Year 2 (~FY2022)	Year 3 (~FY2023)	Year 4 (~FY2024)
AFSW estimated cash needs [***]	[***]	[***]	[***]	[***]

Plan with steeper [***] ramp in [***]	Year 1 (~FY2021)	Year 2 (~FY2022)	Year 3 (~FY2023)	Year 4 (~FY2024)
AFSW estimated cash needs [***]	[***]	[***]	[***]	[***]

1. AFSW Funding Plan and cash requirements are subject to timing and volume of ramp up of GaN business in markets such as, for example, adapters and fast chargers. Plan with steeper [***] ramp achieves faster profitability.
2. Capital expense portions for AFSW Funding Plan can vary depending on the timing and availability of suitable [***] equipment for expansion
3. TPH and JCP to refine FY2021 and develop FY2022 and beyond AFSW Funding Plan jointly with AFSW Management team after the close of Stage II transaction
4. AFSW fiscal years are from April to March, FY2021 is 1 April 2021 to 31 March 2022.

Appendix II

ACTIONS REQUIRING UNANIMOUS BOARD APPROVAL

The Parties agree that the following matters require the unanimous approval of the Directors present at a properly-noticed Board meeting or by way of a Board resolution in writing, and no Shareholder shall convene a shareholders meeting with respect to the following matters without the prior written consent of the other Shareholder:

1. revising the Budget or Business Plan of the Company;
2. making any funding call in excess by more than 5% of the capital required for the corresponding period pursuant to the AFSW Funding Plan;
3. manufacturing semiconductor products directly for any Competitor or entering into any agreement with any Competitor in respect of GaN-related business;
4. selling, leasing, or otherwise transferring the property or assets of the Company in excess of US\$5 million, or contracting to do so, whether in a single transaction or series of related transactions;
5. agreeing to or consummating a Change of Control transaction including without limitation merger, demerger, share exchange, liquidating or dissolving the Company, the entering into of a composition with creditors or the authorization of any filing for bankruptcy by the Company or the transformation of the Company into another type of legal entity;
6. issuing any shares of the authorized capital of the Company or the authorization or issuance of any new class or series of capital of the Company or any securities convertible into or exchangeable for any class or series of capital of the Company, within three (3) years from the formation of the Company;
7. recapitalizing, reclassifying, consolidating, subdividing or converting, or altering of any rights attaching to, any class or series of authorized capital of the Company, within three (3) years from the formation of the Company;
8. entering into any joint venture, partnership or profit-sharing agreement with any third party (other than distribution agreements entered into in the ordinary course of business consistent with past practice), incorporating, liquidating, acquiring or transferring any legal entities;
9. (i) purchasing or otherwise acquiring, or agreeing to purchase or otherwise acquire material assets of any other Person or any shares of capital stock of, or similar interest in, any other Person, or any other asset or group of assets, in a single transaction or series of related transactions or (ii) creating, incurring, assuming or permitting to exist any indebtedness, or (iii) entering into any contract, agreement, commitment, transaction or series of transactions requiring the expenditure by the Company, or the making of any investment, in each case which would exceed US\$5 million;
10. amending or repealing any provision of the Constitution or other constituent documents of the Company if such amendment or repeal adversely affects the rights of TPH, including, without limitation, the changing of the business purpose of the Company or increasing or decreasing the size of the Board;
11. (i) adopting or changing a significant tax or accounting practice or principle of the Company or making any significant tax or accounting election by the Company; (ii)

entering into any agreement in respect of taxes, settling, responding to, or making any filing or submission in respect of any audit, claim or assessment in respect of taxes, or consenting to any extension or waiver of the limitation period applicable to any claim or assessment in respect of taxes, other than those approved by the Directors nominated by TPH as immaterial or in the ordinary course of the Business, such approval not to be unreasonably withheld;

- 12 instituting, determining the strategy of, settling or abandoning, any legal action that is in the name of the Company or that directly affects the Company, which legal action a) involves a claim or claims for monetary damages of more than US\$ 0.5 million, (b) involves a claim or claims by or against any Governmental Authority, (c) involves any claims raising antitrust issues, or (d) involves a request for injunctive relief;
13. entering into or amending an agreement between the Company and a Party or its Affiliates, other than (a) as expressly contemplated by this Agreement, or (b) such amendments that result in an increase or decrease of less than 20% of the original cost or revenue to the Company attributable to such agreement as set forth in the Business Plan, so long as all such deviations in any given quarter do not represent a deviation of more than 10% of total revenue or total expense, as the case may be, in the aggregate for the quarter in which the deviation occurs;
14. carrying on any business other than, or not closely related to, the Business;
15. creating, incurring, assuming or permitting to exist, directly or indirectly, any lien or other encumbrance upon any property, now owned or hereafter acquired of more than US\$ 5 million;
16. appointing the JV's manager pursuant to Section 6.5 hereof; and
17. making any loan or advance or the giving of any credit by the Company (other than normal trade credit) to any Person or the giving of any guarantee or indemnity to secure the liabilities or obligations of any Person or the creation of any encumbrance over the whole or any part of the property or assets of the Company of more than US\$ 1 million.

Appendix III

[SUPPLY AND DISTRIBUTION AGREEMENT]

**Certification of Chief Executive Officer
Pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
As Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mario Rivas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Transphorm, Inc. (the "registrant");
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 registrant as of, and for, the periods presented in this report;
4. The registrant'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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: November 12, 2021

By: /s/ Mario Rivas
Mario Rivas
Chief Executive Officer
(Principal Executive Officer)

Certification of Chief Financial Officer
Pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
As Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Cameron McAulay, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Transphorm, Inc. (the "registrant");
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 registrant as of, and for, the periods presented in this report;
4. The registrant'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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: November 12, 2021

By: /s/ Cameron McAulay
Cameron McAulay
Chief Financial Officer
(Principal Financial and Accounting Officer)

Certifications of Chief Executive Officer and Chief Financial Officer
Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In accordance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Mario Rivas, Chief Executive Officer of Transphorm, Inc. (the "registrant"), and Cameron McAulay, Chief Financial Officer of the registrant, each hereby certifies that, to the best of their knowledge:

1. The registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021 to which this Certification is attached as Exhibit 32.1 (the "Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

Date: November 12, 2021

By: /s/ Mario Rivas

Mario Rivas
Chief Executive Officer
(Principal Executive Officer)

/s/ Cameron McAulay

Cameron McAulay
Chief Financial Officer
(Principal Financial and Accounting Officer)