

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) governs the disclosure of information,

as of [\_\_\_\_\_] 20[\_\_\_\_\_] (the “Effective Date”), by and between United Semiconductor (Xiamen) Co., Ltd., a corporation organized under the laws of the People’s Republic of China, with its principal place of business at R203-1,2/F.,South Building of Torch Square,NO.56-58 Torch Road,Huli District,Xiamen, People Republic of China.(“USCXM”)

and [\_\_\_\_\_], a corporation organized under the

laws [\_\_\_\_\_] with a principle address at [\_\_\_\_\_] (“Company”). United Semiconductor (Xiamen) Co., Ltd., and Company are referred to herein as each individually a “Party” and collectively the “Parties.”

**1. Business Purpose.** Both Parties wish to explore a business possibility involving evaluation of USCXM’s manufacturing capability to have semiconductor products fabricated by USCXM (the “**Business Purpose**”), and either Party may disclose to the other Party all information, including Confidential Information, regarding the evaluation and/or implementation of the Business Purpose.

**2. Definition.** As used herein, “**Confidential Information**” shall mean any and all technical and non-technical information provided by any Party to another Party so long as such information is duly marked or labeled as “CONFIDENTIAL” or with a similar legend sufficient to notify the receiving Party (the “**Recipient**”) that it is confidential, including but not limited to (a) patent applications and (b) proprietary information in forms of mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment and hardware, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. Confidential Information may take the form of oral and visual disclosures, and shall be clearly identified as confidential at the time of disclosure, and summarized in reasonable detail and designated as confidential in such a written summary delivered to the Recipient within thirty (30) days of first disclosure. In the event that the disclosing Party fails to provide such summary or to mark tangible items or to identify visual information in accordance with the above or in the event that tangible items cannot reasonably be marked in accordance with the above, the confidentiality obligations under this Agreement shall not be affected if it concerns information that is of a type that a reasonable person would expect would be of a confidential, competitively sensitive or proprietary nature, in which case the Recipient shall inquire regarding the potential confidentiality of the information prior to further dissemination of that information or which a reasonable person would expect to be or treat as confidential.

**3. Obligations.** The Parties understand and agree that this Agreement does not obligate either Party to disclose Confidential Information to the other and nor does it prevent either Party from disclosing its own Confidential Information to third parties. In addition, each Party agrees that it shall hold in strict confidence and not disclose to any third parties any Confidential Information during the Term (defined in Section 10) and for a period of seven (7) years from the expiration or termination of this Agreement, and will only use the Confidential Information for the mutual benefit of the Parties as required to accomplish the Business Purpose of this Agreement, except as approved in writing by the other Party to this Agreement. Notwithstanding the foregoing, Trade Secrets shall remain subject to the confidentiality obligations set forth herein in perpetuity unless and until the Trade Secret becomes part of the public domain through no action or fault of Company or its Representatives. For purposes of this Agreement, “Trade Secret” means confidential information that derives independent economic value, actual or potential, as reasonably determined by USCXM, by virtue of remaining confidential. Each Party shall only permit access to Confidential Information of the other Party to those of its employees, agents, consultants, advisors, other authorized representatives (i.e., including, without limitation, vendors of semiconductor design, mask-making and back-end services) (“**Personnel**”), or Personnel of entities (provided that such entities directly or indirectly own, are owned by, or under common ownership with such Party to the extent that more than fifty percent (50%) of the equity of such entities is owned by the Party or a lesser percentage owned by a Party) (Personnel and Personnel of entities are referred to herein collectively the “**Representative**”) having a need to know and are bound by confidentiality obligations at least as restrictive as those contained herein. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party. Each Party shall protect the other Party’s Confidential Information from unauthorized use or disclosure by using the same degree of care, but no less than a reasonable degree of care, used to protect its own Confidential Information. Each Party shall immediately notify the other Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other Party. In the event of any disclosure required by a valid order by a court or other governmental body, the Recipient shall

immediately notify the other Party of such disclosure in order to permit the other Party to seek confidential treatment of such information. The Recipient shall cooperate with the other Party in terms of confidential treatment of such information and, to the extent permitted by such authority, disclose only that portion of the Confidential Information as required by such requirement or demand.

**4. Termination of Confidential Obligations.** Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient to whom Confidential Information was disclosed shows with convincing written evidence that:

- (a) it was in the public domain at the time it was disclosed to the Recipient by the other Party;
- (b) it entered the public domain subsequent to the time it was disclosed to the Recipient by the other Party through no fault of the Recipient;
- (c) it was in the Recipient's possession free of any obligation of confidence at the time it was disclosed to the Recipient by the other Party;
- (d) it was disclosed to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other Party;
- (e) it was developed by the Recipient or any employees, directors, officers, consultants of the Recipient independently of and without reference to any Confidential Information disclosed to the Recipient by the other Party; or
- (f) it was disclosed to the Recipient by a third party free of any confidential obligation or without the Recipient's notice or knowledge of any breach of confidentiality.

**5. Ownership and Return of Confidential Information.** All rights, titles, and interest in Confidential Information, and copies thereof, shall remain the property of the Party supplying it hereunder. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, mask work right, or other intellectual property right that has issued or that may issue, based on or embodied by such Confidential Information. Any license to such information shall be provided in a separate agreement, only in writing, and only for the limited purposes of such other Agreement. Upon termination or expiration of this Agreement or the need to use Confidential Information pursuant to this Agreement, or upon written request of the other Party, each Party shall promptly destroy or return to the other all documents and other tangible materials representing the other Party's Confidential Information and all copies thereof. The Recipient shall execute a certificate certifying delivery to the other Party or destruction of all Confidential Information provided to the Recipient and its Representative. Notwithstanding the foregoing, each Party will not be required to destroy electronic versions of the Confidential Information as a result of an automatic data back-up system used in the ordinary course of business to which users would not normally have access in the ordinary course of business. Notwithstanding such return, destruction and/or retention, each Party shall, and shall cause its Representatives to, continue to be bound by the confidentiality and other obligations hereunder and in accordance with the terms of this Agreement. To the extent that any Confidential Information include materials subject to the attorney-client, accountant-client or similar privilege, USCXM is not waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client, accountant-client or similar privileges or similar protections as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to the Company or any of its Representatives.

**6. Reproductions.** Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement, or pursuant to a separate written Agreement between or among the Parties, including any agreement pursuant to the issuance of a purchase order or other request for services from USCXM by a Party. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party.

**7. No Representations or Further Obligations.** ALL INFORMATION IS PROVIDED "AS IS" HEREINUNDER AND EACH PARTY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION. The Parties further understand and agree that this Agreement does not obligate either Party to enter into any further agreements or to proceed with any possible relationship or other transaction.

8. No Reverse Engineering. Each of the Parties agrees that the hardware and software of the other Party contain valuable information and each Party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any hardware or software contained in the Confidential Information of the other Party without the prior written consent of the other Party.

9. Independent Development. The disclosing Party acknowledges that the Recipient may currently or in the future develop information internally, or receive information from third parties that is similar to the disclosing Party's Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the disclosing Party's Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development. Both Parties shall not have any obligation to limit or restrict the assignment of its employees or contractors as a result of their having had access to Confidential Information.

10. Term and Termination. Unless earlier terminated in accordance with this Section 10, this Agreement is effective for five (5) years (the "**Initial Term**") commencing the Effective Date and shall automatically be renewed thereafter for an additional term ("**Renewal Term**") of two (2) years (the Initial Term and the Renewal Term, collectively the "**Term**"). This Agreement shall apply to Confidential Information described in Section 2 that is disclosed during the Term, provided, however, that either Party may terminate this Agreement at any time by giving a prior written notice to the other Party at least thirty (30) days prior to the date of such termination.

11. Export Restrictions. Each Party shall advise the other Party in writing if any Confidential Information is subject to applicable export control laws, and, upon the provision of such written notice, no other Party shall export, re-export, or transfer (in-country) directly or indirectly, any Confidential Information acquired from the other Party pursuant to this Agreement or any product utilizing any such data to any country for which any government with jurisdiction over the Confidential Information or products resulting from Confidential Information, including but not limited to the U.S. Government or any agency thereof at the time of the export or transfer requires an export license or other governmental approval without first obtaining such license or approval. For purposes of this paragraph, Confidential Information clearly marked as export controlled, including the controlling country and the applicable export controls shall constitute written notice. By way of example only, clear marking shall include language similar to the following: "The technical information contained in this document is subject to export controls by [insert country] pursuant to the [insert export control regime] Further dissemination contrary to [insert country] law is prohibited."

12. Material Non-Public Information. The Company acknowledges and agrees that the Confidential Information may constitute material non-public information of USCXM. As such, the Company confirms that it is (i) aware that the United States and Taiwanese securities laws prohibit any person in possession of material non-public information about a company from purchasing or selling securities of such company, and from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person may purchase or sell such securities and (ii) familiar with the United States and Taiwanese securities the rules and regulations thereunder. The Company confirms that it maintains policies and procedures designed to ensure compliance with such applicable laws and that such policies and procedures of the Company shall apply with respect to any Confidential Information received by it hereunder to the extent applicable.

13. Injunctive Relief. Each Party acknowledges that its breach of this Agreement will cause irreparable damage and hereby agrees that the other Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

14. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

15. Notice. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either Party may specify in writing.

16. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China without reference to its conflict of laws principles. Any disputes under this Agreement shall be subject to the jurisdiction of People's Court in Xiamen, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

17. Entire Agreement. This Agreement contains the final, complete and exclusive agreement of the Parties regarding the subject matter hereof, and no change, modification, termination, or waiver of this Agreement, or any provisions herein contained, shall be valid unless made in writing signed by duly authorized representatives of both Parties hereto.

18. Miscellaneous. This Agreement shall be binding upon the Recipient's heirs, successors and assigns. Any waiver (express or implied) by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

**United Semiconductor (Xiamen) Co., Ltd.**

**Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: [\_\_\_\_\_]

Print Name: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

Date: [\_\_\_\_\_]