

Non-Disclosure Agreement

Contracting Parties:

National Yang Ming Chiao Tung University (Party A)

_____ (Party B)

For specific purposes (hereinafter referred to as the Purpose of this Collaboration), one party (hereinafter referred to as the Disclosing Party) intends to disclose or deliver confidential information in its possession to another party (hereinafter referred to as the Receiving Party), or the Receiving Party will have access to confidential information such as the relevant research and development results or technical secrets of the Disclosing Party. The confidential information disclosed or delivered by the Disclosing Party contains its own legal rights or expectation of benefits in respect of the important intellectual property rights of its research and development results or technical secrets. In order to maintain the confidentiality of the information disclosed or delivered by the Disclosing Party, the Receiving Party agrees to comply with the following provisions of this Agreement:

Article 1 Confidential information of the Disclosing Party as defined in this Agreement means all commercial, technical or production secrets relating to the Disclosing Party that have not been disclosed by the Disclosing Party and are marked "confidential", "restricted" or other synonyms, or items, documents and information that are not marked but are verbally identified by the Disclosing Party as confidential, or that should be considered confidential under general commercial and legal concepts. This includes, but is not limited to, any inventions, creations, know-how, computer software or other technical data or research and development results (such as technical content, process methods, nucleic acid sequences, amino acid sequences, proteins, chemical structures, development progress, technical sources, component sources, etc.) and business, agency, production, financial, technical, managerial, sales (e.g., product specifications, product quotations, cost structures, partner companies, customer lists, sales data, shipment status, order quantities, product quality, raw material sources, financial status, etc.) or other related information that is stored in, or exists in, physical objects such as circuit boards, fixtures, finished or semi-finished products, product types, materials, etc., whether in writing, on disk, on CD-ROM, or in any

media, or is disclosed orally, or is disclosed directly or indirectly as a result of participating in discussions, engaging in production, or from other third parties.

Article 2 The Receiving Party guarantees that it will keep the confidential information of the Disclosing Party strictly confidential and will not in any way directly or indirectly make other third parties aware of or hold any confidential information of the Disclosing Party, nor shall it use or in any way cause third parties to use the confidential information of the Disclosing Party or obtain any rights outside the scope of the Purpose of this Collaboration. However, the following circumstances shall be excluded:

1. It was known to the public before the disclosure by the Disclosing Party, or became known to the public after the disclosure for reasons that are not attributable to the Receiving Party.
2. The Receiving Party has obtained the information from other legal sources before the disclosure by the Disclosing Party.
3. The Receiving Party has obtained the written consent of the Disclosing Party and is not obligated to maintain confidentiality.
4. The Receiving Party has obtained the information from other legal sources without violating its confidentiality obligations under this Agreement.
5. The Disclosing Party has provided the information to other third parties without requiring such third parties to assume the obligation of confidentiality.
6. The Receiving Party has independently developed the information before accessing it, and has written proof of such development.
7. The Receiving Party is required by law to disclose the information by judicial or governmental authorities, but the Receiving Party may disclose the information only to the extent necessary by law.

Article 3 At the time of signing this Agreement, the Receiving Party shall ensure that its employees or any related personnel who must have access to or knowledge of the confidential information of the Disclosing Party for the purposes of their duties have completed a non-disclosure agreement requiring such personnel to assume no lesser degree of confidentiality than the Receiving Party.

Article 4 If the Receiving Party violates this Agreement or if there is any attributable cause for the disclosure of the confidential information of the Disclosing Party, the Receiving Party shall bear all legal liabilities and shall indemnify

the Disclosing Party for any damages (including but not limited to settlement, litigation costs, attorney's fees, etc.).

Article 5 If the disclosure of confidential information is not attributable to the Receiving Party, the Receiving Party shall cease to be responsible for the confidentiality of such confidential information when the confidential information is disclosed to the public or released from confidentiality.

Article 6 If any part of the terms of this Agreement is invalid or unenforceable, it shall not affect the validity of the other terms.

Article 7 This Agreement shall be effective for a period of three years from the date of signing. However, if during the preceding period, the parties enter into another collaboration contract for the Purpose of this Collaboration and it becomes effective, the protection of confidential information of the Disclosing Party shall be subject to such collaboration contract and this Agreement shall cease to be effective from the effective date of such collaboration contract.

Article 8 This Agreement shall be governed by the laws of the R.O.C. In the event of any dispute arising out of this Agreement, the parties agree to negotiate in good faith, and in the event that such negotiation fails, agree that the Taiwan Shihlin District Court shall be the court of first instance.

Article 9 There shall be three copies of this Agreement, one for each of the parties and the collaborating professor.

Contracting Parties:

Party A: National Yang Ming Chiao Tung University

Representative:

Title:

Address: No. 1001, Daxue Rd., Hsinchu City

Tel:

Collaborating Professor:

Party B: _____

Representative:

Title:

Address:

Contact Person:

Tel:

Date: _____