



NON DISCLOSURE AGREEMENT

In order to protect certain confidential information, Chi Mei Communication Systems, Inc. as CMCS in the following and the Participant identified below, agree to the following:

1. Definitions

A Discloser is a party disclosing confidential information. A Recipient is a party receiving disclosed confidential information. An Associate is a subsidiary, parent or corporate affiliate of Recipient, or a third party contractually bound to Recipient in accord with this Agreement.

2. Agreement Coordinator

Each party designates the following person, if any, as its Agreement Coordinator for coordinating the disclosure or receipt of confidential information:

CMCS: Chandler Liang _____ Phone +886-2-23708699 ext 2233

Participant: _____ phone _____

3. CMCS Confidential Information

(a) Confidential information, if any, disclosed by CMCS is described as Future product definitions and marketing information, Technical information related to CMCS products and Systems, including the photos and the schematics of the circuitry of the product and Systems

(b) and may be used by the Recipient and its Associates, if any, only for the following purpose and subject to the obligations under Section 5:

Developing and integrating future products

(for example, "developing future products", "evaluation for possible licensing", "providing user support for product xyz", "integration of products abc with xyz", or "any purpose").

4. Participant Confidential Information

(a) Confidential information, if any, disclosed by Participant is described as Technical and commercial information related to the company and its products

(b) and may be used by the Recipient and its Associates, if any, only for the following purpose and subject to the obligations under Section 5:

To integrate CMCS products into its products

(for example, "developing future products", "evaluation for possible licensing", "providing user support for product xyz", "integration of products abc with xyz", or "any purpose").

5. Recipient's Obligations

(a) Recipient will protect, and will ensure its participating Associates will protect, the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as Recipient uses to protect its own confidential information of a like nature. Recipient may reassign its employees. Recipient will provide reasonable prior notice to Discloser if Recipient is required to disclose the confidential information under operation of law.

(b) Recipient will comply with all applicable export laws.

6. Disclosure and Protection Periods



The Disclosure Period and the Protection Period start on the Begin Disclosure Date unless a different start date is specified. Recipient's obligations under Section 5(a) only apply to confidential information disclosed during the Disclosure Period. Recipient's obligations under Section 5(a) stop at the end of the Protection Period. The Disclosure Period will be **one month**, and the Protection Period will be **six months**, if not specified below.

The Begin Disclosure Date is 21 June 2002.

(for example, the date confidential information is first disclosed).

The Disclosure Period ends on the following date or at the end of the following time period: 6 months

(Specify a date or a time period, for example, soon after the confidential information is last disclosed and preferably less than one year from the Begin Disclosure Date).

The Protection Period ends on the following date or at the end of the following time period: 2 years

(Specify a date or time period, for example, soon after the confidential information is to become public, preferably less than three years from the Begin Disclosure Date).

7. Marking

Recipient's obligations under this Agreement extend only to confidential information that is

- (a) itemized in Section 3(a) or 4(a); or
- (b) both described generally in Section 3(a) or 4(a) and
 - (i) marked at the time of disclosure to show its confidential nature, or
 - (ii) unmarked (for example, orally or visually disclosed) but treated as confidential at the time of disclosure.

8. Exclusions

This Agreement imposes no obligation upon Recipient with respect to information that (a) was in Recipient's possession before receipt from Discloser, (b) is or becomes publicly known without breach by Recipient, (c) is rightfully received by Recipient from a third party without a duty of confidentiality, (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (e) is independently developed or learned by Recipient or (f) is disclosed by Recipient with Discloser's prior written approval.

9. Choice of Law

Without regard to choice of law provisions, this Agreement is governed by and will be construed in accordance with the laws of Taiwan.

10. Warranty

Each Discloser warrants that it has the right to make the disclosures under this Agreement. Each Recipient warrants that its participating Associates will protect disclosed confidential information in accordance with the terms of this Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT AND ANY CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

11. Miscellaneous

Neither party acquires any intellectual property rights under this Agreement except the rights granted in Sections 3 and 4. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products. This Agreement does not create any agency or partnership relationship. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement may be signed in duplicate



originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

CMCS

Chi Mei Communication Systems, Inc.

11F, No. 39, Chung Hua Road Sec. 1, Taipei 100, Taiwan, R.O.C.

(Address)

By _____

(Authorized Signature)

(Name)

(Title)

PARTICIPANT

(Company Name)

(Address)

By _____

(Authorized Signature)

(Name)

(Title)