

Non-Disclosure Agreement

Between

Huawei Technologies Co., Ltd.

And

Full Name Of The Other Party

Agreement No:

1. Preamble

1.1. The Parties

Huawei Technologies Co., Ltd. is a company incorporated under the laws of PRC, with its business office at Huawei Industrial Base, Long Gang district, Shenzhen, P. R. China, post number 518129. (hereinafter referred to as the "Party A").

【Full name of the other party】 is a company incorporated under the laws of 【name of a country or region】 with its business office at 【address】, post number 【*****】. (hereinafter referred to as “【Party B】”).

A party disclosing Confidential Information and a party receiving Confidential Information is hereafter referred to as "Discloser" and "Recipient" respectively, both of them is referred to as "Parties" collectively.

1.2. Effective Date

This <Non-Disclosure Agreement> (this “Agreement”), is entered into and come into effect on the dates as 【DD】-【Month】-【YYYY】 ("Effective Date") between the Parties.

1.3. Whereas

Whereas, both parties have established or are seeking to establish a mutual cooperation on SUN2000 series inverter and PLC CCO devices, and, during the cooperation, will access Confidential Information of the other party that must not be disclosed;

Whereas, during the cooperation, Party B will access Confidential Information of Party A's Customer ("Customer" herein include but are not limited to telecom operators, enterprises, institutions, and governmental entities that procurement, fund and contract out products and/or service projects) that must not be disclosed.

In considering the foregoing, the Parties hereto agree as follows:

2. Scope of this Agreement

- 2.1. This agreement applies to the actions, rights, obligations and liabilities of disclosure, usage and protection of Confidential Information before the Effective Date and during the effect period of this Agreement.
- 2.2. Unless otherwise indicated in this Agreement, Party A and Party B also include their Affiliates. "Affiliate", shall mean any company or other entity which, directly or

indirectly, controls the Party or is controlled by the Party or is under common control with the Party.

3. Confidential Information

3.1. Definition of Confidential Information

As for this Agreement, Confidential Information shall mean:

(1) Any information or data, including but not limited to business secrets, know-how, research results, business plans, customer information, financial data, document templates, programming specifications, development processes, quality standards, contract clauses, and the information that the Discloser receives from third parties and that shall be kept confidential, which Discloser provides to Recipient in the manner as specified in this agreement.

(2) Any information that Party B receives or knows from Party A' s Customer during the cooperation between both parties and that shall be kept confidential, including but not limited to business secrets, know-how, research results, business plans, customer information, financial data, document templates, programming specifications, development processes, quality standards, and contract clauses, which are stored in forms including but not limited to written, oral, electronic, and physical articles, that is, various information that is worth keeping confidential for the Customer or that the Customer is obligated to keep confidential.

The form of disclosing or receipting Party A' s Customer' s Confidential Information needn' t to comply with the Clause "Manner of Disclosure Confidential Information" of this Agreement.

3.2. Manner of Disclosure

Confidential Information shall be disclosed in written form and marked "CONFIDENTIAL", with the name of the Discloser and the date of disclosure. If the Confidential Information is initially disclosed orally, it shall be reduced to written form by the Discloser (including the date of the oral disclosure and name of the Discloser) and presented or mailed to the Recipient within fifteen (15) days of the first oral disclosure.

4. Exclusion of Confidential Information

Confidential Information in this Agreement shall not include any information:

- 4.1. Is or subsequently becomes publicly available through no wrongful act of the Recipient;
- 4.2. Is already known to the Recipient at the time of disclosure of Confidential Information, without a duty of confidentiality;
- 4.3. Is rightfully received by the Recipient from a third party without restriction on disclosure and without breach of this Agreement;
- 4.4. Is independently developed by Recipient and without the use of any of the Confidential Information;
- 4.5. Is explicitly approved for release by written authorization of Discloser;
- 4.6. Is explicitly approved for release by written authorization of Party A's Customer, if it's Party A's Customer's Confidential Information.

5. Usage Restrictions

The Recipient agrees to use Confidential Information only for the purposes of the cooperation:

- 5.1. Any reverse engineering, compilation, or cracking of confidential information is prohibited.
- 5.2. Confidential information must not be disclosed, announced, spread or distributed to any third party other than employees who must use it for the purposes of the work. It may be provided only to the extent where the purpose of the cooperation can be achieved.
- 5.3. Recipient agrees to use reasonable care, but in no event less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information.
- 5.4. Recipient must not use Confidential Information for its own benefits or those of any third party without prior written permission from Discloser.
- 5.5. Party B must not use Party A's Customer's Confidential Information for its own benefits or those of any third party without prior written permission from Party A's Customer.

6. Mandatory Disclosure Exemption

Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either:

- 6.1. Gives the undersigned Discloser reasonable notice prior to such disclosure to allow Discloser having a reasonable opportunity to seek a protective order or equivalent;
- 6.2. If mandatory disclosure is related to Party A's Customer, Party B gives both Party A and Party A's Customer reasonable notice prior to such disclosure to allow Party A and/or Party A's Customer having a reasonable opportunity to seek a protective order or equivalent;
- 6.3. Obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection under applicable law or regulation.

7. Non-publish the cooperation

Without a written permission, neither party can publish the relationship between the Parties in any way, any media, or any channel express or implied, including but not limited to, website, newspapers, broadcast, television, and magazines, etc. The cooperation information including but not limited to partnership, field, amount, project, customer information, and the future of the cooperation, etc.

8. Return or Destruction of the Confidential Information

- 8.1. Upon Discloser requirement in written or the termination of the cooperation, Recipient shall immediately return or destroy all the Confidential Information of Discloser that was received or known during the cooperation, including but not limited to original copies, photocopies, replicates of Confidential Information, and summaries and abstracts of such information that exist in any forms, and provide a written confirmation for the return or destruction.
- 8.2. As for Party A's Customer's Confidential Information, upon Party A's Customer requirement in written or the termination of the cooperation, Recipient shall immediately return or destroy, as Party A's Customer required, all the Confidential Information that was received or known during the cooperation, including but not limited to original copies, photocopies, replicates of Confidential Information, and summaries and abstracts of such information that exist in any forms, and provide to Party A a written confirmation for the return or destruction, which is signed by Party A's Customer.

9. Ownership

- 9.1. All Confidential Information is and shall remain the property of Discloser. Nothing in this Agreement shall be construed as transferring or granting any expressed or implied rights under any patent, copyright or other intellectual property right of either party, nor shall Recipient use Confidential Information other than the destination of cooperation.
- 9.2. As for the Confidential Information provided by Party A's Customer, Party A's Customer shall be deemed as the owner. Nothing in this Agreement shall be construed as transferring or granting any expressed or implied rights under any patent, copyright or other intellectual property right of Party A's Customer. Party B shall not use Party A's Customer's Confidential Information other than the destination of cooperation, nor exceed the limitation that granted by Party A's Customer in written.

10. No Warranty

- 10.1. Unless otherwise agreed by the Parties, all such Confidential Information is provided "AS IS" without warranty of any kind, and Recipient agrees that neither Discloser nor its Customer shall be liable for any damages whatsoever arising from or relating to Recipient's use or inability to use such Confidential Information.
- 10.2. Party A will not make any warranties or commits for Party A's Customer's

Confidential Information to Party B, nor will Party take any liabilities for any damages whatsoever arising from or relating to Party B's use or inability to use such Confidential Information.

11.Liabilities

11.1. The Parties both agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. Both parties expressly agree that due to the unique nature of Confidential Information, monetary damages would be inadequate to compensate Discloser for any breach by the Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the Parties both agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise:

(1) Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without the necessity of providing actual damages;

(2) Discloser shall be entitled to be indemnified by Recipient for any losses or damages, including, without limitation, attorney's fees and any costs or damages arising out of or in connection with any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of Discloser's Confidential Information;

(3) Recipient shall defend, indemnify and hold harmless the Discloser against all claims cause of its breach of this Agreement by a third party, including but not limited to Party A's Customer.

11.2. If Party B's violation or threatened violation is related to Party A's Customer's Confidential Information, Party A shall be entitled to claim to Party B, or take any protective activity on behalf of Party A's Customer, according to this Agreement. Notwithstanding, Party A shall not take any joint liabilities for its Customer, Party B knows and acknowledges this clearly.

12.Term and Termination

12.1. Term

This Agreement shall come into effective from the Effective Date as acknowledged above, till it's terminated according to this Agreement. This Agreement shall restrict all the activities of disclosing or using Confidential Information after of before this Agreement has been signed be the parties. This Agreement shall remain in effect until terminated by either party upon thirty (30) days prior written notice to the other

party.

12.2. Effect of termination

Confidential Information defined in this Agreement shall be kept as Confidential Information till to the time, when the Confidential Information has already needn't to be kept as Confidential Information according to the clause of "Exclusion of Confidential Information", and not consider the termination or expiration of this Agreement or the cooperation between the parties.

13. Applicable Law and Arbitration

13.1. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China, without reference to its choice of law rules.

13.2. Arbitration

Any dispute in connection with this agreement shall be settled through friendly consultations between both parties. In case no settlement can be reached through friendly consultations, both parties shall submit the disputes to South China Sub-commission of China International Economic and Trade Arbitration Commission for arbitration in accordance with its rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

14. Miscellaneous

14.1. Language

The Agreement, relevant appendices, and all kinds of written and oral communications between the parties relating to the Agreement shall be written, explained, and stated in English. If the written or oral information is exchanged in two (or more than two) kinds of languages, English shall be prevailing.

14.2. Entire Agreement and Amendment

This Agreement is the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written, expressed or implied. No alterations or modifications of this Agreement will be binding upon either Party unless made in writing and signed by an authorized representative of each Party.

14.3. Severance

If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

14.4. Waiver

Failure of either Party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect.

14.5. Counterparts

This Agreement may be executed in two (2) counterparts, one (1) for each party, which shall be deemed to have equal effect.

Party A (Seal): Huawei Technologies Co., Ltd.

Party B (Seal): **【Party B's full name】**

Authorized representative's
(neatly written):

Signature:

Authorized representative's Title:

Date:

Authorized representative's
(neatly written):

Signature:

Authorized representative's Title:

Date: