

CONFIDENTIALITY AGREEMENT

保密协议

This Confidentiality Agreement (the “**Agreement**”) is made and entered into on _____ (the “**Effective Date**”) by and between:

本保密协议（“**本协议**”）由以下双方于 _____ 年 ____ 月 ____ 日（“**生效日**”）制定并签订：

1. Shanghai Artosyn Microelectronics Co., Ltd, a company established under the laws of the PRC with offices at 6F, Tower 9, KIC Plaza, No. 308 Songhu Road, Yangpu District, Shanghai,, PRC (the “**Party A**”); and

上海酷芯微电子有限公司，一家根据中国法律成立的公司，住址为中国上海市杨浦区淞沪路308号创智天地9号楼6楼（“**甲方**”）；及

2. _____, a company established under the laws of _____ with offices at _____ (the “**Party B**”).

_____, 一家根据 _____ 法律成立的公司，住址为 _____ （“**乙方**”）。

1. Purpose. 目的

Whereas, the two Parties desire to begin discussions regarding a business opportunity of mutual interest (the “**Business Purpose**”), and they each desire to disclose (in such case the “**Disclosing Party**”) and to receive (in such case the “**Receiving Party**”) certain confidential information regarding the Purpose. In connection with this, certain business and trade information proprietary to each of the Parties, and which each of them considers confidential, may be provided to the other Party.

鉴于双方均希望就双方关注的一个商业机会进行讨论，且皆希望向另一方披露（披露信息一方称为“**披露方**”）和接收（接收信息一方称为“**接收方**”）与本目的有关之保密信息。为此，一方所有且视为保密信息的某些商业和交易信息可能被提供至另一方。

2. Definitions. 定义

Unless otherwise provided in this Agreement, the following terms shall have the meanings ascribed to them below:

除非本协议另有约定，如下词语为本条所述之含义：

- (a) “**Party A**” means Shanghai Artosyn Microelectronics Co., Ltd.

“**甲方**”指上海酷芯微电子有限公司。

“Party B” means _____.

“乙方”指_____。

“Party” means either Party A or Party B, and “Parties” means both of them. To avoid any doubt, the two companies’ Affiliates, branches, offices, factories and subsidiaries in all countries and regions established from time to time shall also be seem as a Party and bear joint and several liability.

甲方或乙方单称为“一方”，合称为“双方”。为免疑义，一方在各国、各地方不时设立的关联方、分公司、办公室、工厂或子公司也将被视为本协议的一方，与该方承担连带责任。

- (b) “Affiliate(s)” means any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a Party; provided, however, that the term “Affiliate(s)” shall expressly exclude any such person or entity that is a direct competitor of the Disclosing Party.

“关联方”指任何一方直接或间接控制、或为其所控制、或共同为同一他方所控制的，国内或国外的自然人、合伙企业、合资企业、公司或者其他组织形式的关联实体；但所谓“关联方”应明确排除作为披露方直接竞争对手之任何自然人或实体。

- (c) “Confidential Information” means nonpublic information that provided and designated as confidential by Disclosing Party to the Receiving Party or which, under the circumstances, ought to be treated as confidential by the Receiving Party.

“保密信息”指披露方向接收方提供并指示为机密的非公开信息，或者根据特殊情形判断理应被接收方视作机密的信息。

Confidential Information shall include, without limitation, (i) the technical information, including concept, invention, proposal, program, procedure, structure, technique, report, software, code, product, work, device, design, model, mask work, engineering sample and data, operation manual and quality control; (ii) the business information, including product development planning, production schedule sheet, test data, procurement information, price, marketing, sales data, strategic planning, customer information, cooperation data and investment data; (iii) the management information in relation to operation, human resource, financial and legal affairs; (iv) the discussion, negotiation and agreement between the Parties in writing or orally; and (v) the information and data owned or controlled by either Party which need to be treated as confidential by law or in accordance with previous agreements.

保密信息包括但不限于：（i）技术信息，如概念、发明、提案、程序、制程、结构、技术、报告、软件、代码、产品、作品、装置、设计、模型、掩膜作品、工程样品及数据、操作指南和质量控制等；（ii）商业信息，如产品开发计划、生产排配表、检

测数据、采购信息、价格、营销、销售数据、战略规划、用户信息、合作数据及投资数据等；（iii）与运营、人力资源、财务及法务相关的管理信息；（iv）双方之间口头或书面的讨论、谈判和协议；（v）任一方所有或控制的、依法或依约需要做保密处理的信息及数据。

Confidential Information may be tangible or intangible, and could be stored and edited in any available way.

保密信息可能是有形或无形的，可以被以各种适当的方式储存及编辑。

- (d) “**Business Days**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by applicable laws or executive order to be closed in PRC or the state of nationality of Party B.

“工作日”指除星期六、星期日或其他中国及乙方国籍国境内的银行因可适用法律或行政命令而被要求或授权关闭的日期之外的任一天。

3. **Non-Disclosure and Use Limitations.** 保密义务及使用限制

Recognizing the business value and confidential nature of the Confidential Information, the Receiving Party hereby covenants that, during the Term of this Agreement and for a period of five (5) years from the date of disclosure of any Confidential Information, it and its representative:

接收方知晓保密信息具备商业价值及保密属性，特在此承诺，在协议期限以及任一保密信息被披露之日起五（5）年内，其自身及其代表：

- (i) will keep the Confidential Information strictly confidential, undertake reasonable measures to protect the confidentiality of the Confidential Information, and exercise the duty of care in the same degree as it does in protecting its own Confidential Information;

将确保保密信息被严格保密，采取合理手段以保证保密信息的机密性，并以保护己方保密信息的同等水平履行注意义务；

- (ii) shall not disclose, transfer, copy or use the Confidential Information for any reason other than the Purpose, unless with the prior written consent of the Disclosing Party;

除非得到披露方的事先书面许可，不得因本目的以外的其他原因泄露、转移、复制或使使用保密信息；

- (iii) shall not disclose such Confidential Information to any third party or to any of its Affiliates or employees, except those employees, consultants and directors of each Receiving Party and its Affiliates who have a need to know such Confidential Information for the Purpose and who are bound by an appropriate agreement, containing confidentiality terms at least as restrictive as those herein;

不得向任何第三方及其关联方或员工披露保密信息，但为实现本目的需要掌握保密信息的接收方及其关联方的员工、顾问及董事除外，前提是前述人员已签署包含严格程度不低于本协议的保密条款的适当协议并受其约束；

- (iv) will notice the Disclosing Party and take reasonable and effective measure to protect the confidentiality and integrity of the Confidential Information, once an improper use or disclosure of Confidential Information takes place; and

一旦发生对保密信息的不当使用或披露，将通知披露方并采取合理和有效的手段，以保护保密信息的机密性及完整性；及

- (v) shall not decompile, disassemble, or reverse engineer any Confidential Information.

不得对任何保密信息进行反编译、分解、或逆向工程。

4. Exclusions. 除外条款

The obligations set forth in Section 3 above shall not apply to Confidential Information which the Receiving Party demonstrates with appropriate supporting competent evidence:

如果接收方能以适当且充分的证据证明任一保密信息属于以下一类，则该等保密信息不适用第三条中的义务和限制：

- (i) was already in the possession of the Receiving Party at or before the time of disclosure under this Agreement, as shown by documentation existing at the time of disclosure;

在依据本协议披露之时或之前已经被接收方所有，且在披露时可通过既存的证明文件证实；

- (ii) was or becomes publicly available other than as a result of a disclosure by Receiving Party, its Representatives or other person in violation of this Agreement or any applicable law;

非因接收方、其代表或第三方违反本协议及可适用法律规定披露而进入公众领域；

- (iii) was acquired by or becomes available to the Receiving Party or its Representatives from a source who is not in breach of an obligation of confidentiality in respect of such information;

由接收方及其代表从对该等保密信息不承担保密义务的第三方处获得；

- (iv) has been or becomes independently developed by Receiving Party or its Representatives without using of any Confidential Information from the Disclosing Party or violating any obligations under this Agreement; or

在不使用披露方的任何保密信息或违反本协议下任何义务的前提下，由接收方及其代表独立开发而获得；或

- (v) needs to be disclosed as required by law, provided, however, that the Receiving Party shall use its reasonable best efforts to promptly advise the Disclosing Party in writing prior to such disclosure in order to permit the Disclosing Party to seek an appropriate protective order or other remedy, and that such disclosure shall be made only to the extent required by law.

根据法律要求所作的披露，但是，接收方于披露之前必须尽合理和最大努力尽快以书面方式告知披露方，以便披露方寻求适当的保护令或其他救济措施，同时前述披露应仅限于法律要求的范围之内。

5. Property and Return of Materials. 所有权与资料返还

All Confidential Information (including any copies thereof) shall remain the exclusive property of the Disclosing Party. Upon request of the Disclosing party, each Receiving Party shall undertake to: either (i) return to the Disclosing Party at once all the embodiments and copies of any Confidential Information of the Disclosing Party, or (ii) destroy at once all such embodiments and copies thereof and send the Disclosing Party a declaration signed by an officer certifying that the destruction has been performed.

所有保密信息（包括其任何复制品）将仍为披露方独家所有。经披露方请求，接收方应采取以下措施：（i）立即将披露方提供的所有保密信息衍生物及其复制品归还至披露方；或（ii）立即将披露方提供的所有保密信息衍生物及其复制品予以销毁并向披露方发出由负责人签署的声明函，确认该等销毁已经被执行。

The employees and consultants hired by the Receiving Party shall also be bound by the obligations set forth in Section 5, if they copy, use or adapt any Confidential Information in their work, or hold any embodiments or copies of Confidential Information. The Receiving Party shall cause the employees and consultants to follow the obligations as set forth herein.

如接收方雇佣的员工及顾问因工作原因而复制、使用或改编了任何保密信息或持有任何保密信息及其复制品，他们也应承担本第五条项下的义务。接收方应促使其员工及顾问遵守前述义务。

6. No License or Interference. 非许可及不得干预

Nothing herein shall be deemed to:

本协议的任何内容不得被视为：

- (i) grant, license or dispose any right or interest of Confidential Information (included but not limited to intellectual property) to the Receiving Party, its Representatives or any

other person;

向接收方、其关联方及任何第三方授予、许可或处分保密信息项下的任何权利和利益（包括但不限于知识产权）；

- (ii) impose an obligation on either Party to disclose any Confidential Information;

向任一方强加披露任何保密信息的义务；

- (iii) limit or interfere with either Party's rights as existing as of the date first written above; or

限制或干涉任一方的在先权利；或

- (iv) impose an obligation on either Party to enter into further contractual arrangements of any kind, whether related to the Purpose or not.

向任一方强加进一步的、任何形式的签约义务，且无论该等拟签署文件是否与本目的相关。

7. **Representations and Warranties.** 陈述和保证

- (a) Each Party represents and warrants that it has the right to make disclosures under this Agreement.

双方陈述及保证，其有权依照本协议约定披露保密信息。

- (b) Each Party accepts that all Confidential Information provided hereunder shall be provided AS IS, and neither Party makes any representations or warranties of any kind as to the value, accuracy, completeness or workability of any Confidential Information.

双方接受所有依约提供的保密信息将按照现状提供，且任一方均不对保密信息的价值、精确、完整及可适用作出任何陈述和保证。

8. **Term and Termination.** 期限及终止

This Agreement shall become effective as of the date first written above, and shall remain effective for a period of 5 years (the "Term") to cover any and all Confidential Information disclosed by either Party during such Term, unless the Term is extended by mutual agreement of the Parties in writing.

本协议自文首日期生效，有效期为5年（“协议期限”），即任何一方在此期间内所披露的任何及所有保密信息将受本协议保护。如双方协商一致并以书面形式确认，协议期限可以延长。

This Agreement may be terminated by written consent from both Parties at any time, provided

that any disclosure made before the termination shall be governed by the terms of this Agreement. And Sections 2, 3, 4, 5 and 7 shall survive any expiration or termination of this Agreement.

本协议可以经双方书面同意后随时终止，但在本协议终止前作出的任何披露仍应受本协议条款之约束。且本协议第 2、3、4、5 和 7 条于协议期限届满或本协议被终止后继续有效。

9. Cure of Breaches; Indemnity. 违约救济

In the event of: (i) any material breach or violation of, or material inaccuracy or misrepresentation in, any representation or warranty contained herein; or (ii) any material breach or violation of any covenant or agreement contained herein (each of (i) or (ii), a “**Breach**”), the default Party shall cure such Breach with its best effort (to the extent that such Breach is curable). Notwithstanding the foregoing, the default Party shall also indemnify the other Party for any and all losses, liabilities, damages, diminution in value, claims, obligations, penalties, other reasonable costs and expenses resulting from any Breach.

如一方 (i) 严重违背本协议项下的陈述和保证，或者其陈述与保证存在重大误差或虚假或 (ii) 严重违反本协议项下的承诺或共识 (“**违约**”)，该违约方应尽最大努力纠正违约行为（如该等违约可予以纠正）。尽管有前述约定，违约方同时应赔偿另一方因违约而产生的任何及所有损失、责任、损坏、折价、索赔、义务、处罚，以及其他合理的费用和开支。

To avoid any doubt, the act of Breach made by the Affiliates, employees or consultants of one Party shall also be treated as that Party’s Breach of this Agreement and that Party shall be jointly and severally liable for the Breach.

为免疑义，一方之关联方、雇员或顾问的违约行为也将被视为该方之违约行为，因而该方应承担连带责任。

10. Dispute Resolution. 争议解决

This Agreement shall be governed and construed in accordance with the laws of the People’s Republic of China. All disputes, controversies or claims arising out of or in connection with this Agreement shall be finally settled at Beijing Arbitration Commission under its Arbitration Rules in force at the time of arbitration. The place of arbitration shall be Beijing and the arbitration shall be conducted in the Chinese language.

本协议及对本协议的解释适用中华人民共和国法律。一切由本协议产生或与之相关的争端、争议或诉求将最终被提交北京仲裁委员会并依照其届时有效的仲裁规则进行仲裁。仲裁应在北京、以中文进行。

Notwithstanding the foregoing, each Party hereto acknowledges and agrees that, because of the unique nature of the Confidential Information, the other Party may suffer immediate, irreparable harm in the event it fails to comply with any of its obligations under this Agreement, that monetary damages may be inadequate to compensate the other Party

for such breach, and that in the event of any unauthorized disclosure or use of the Confidential Information, the non-defaulting Party will have the right to seek injunctive or other relief in addition to any other rights and remedies it may have.

尽管有上述规定，双方承认并同意，基于保密信息的特殊性，如一方违反本协议项下的任何义务，对方可能遭受即刻的、无法弥补的损害，而经济赔偿可能不足以补偿对方因其违约所造成的损失，因此如发生任何未经授权而披露或使用机密信息的情况，非违约方除行使其他任何可能的权利和补救措施之外，将有权寻求禁止令或其他救济手段。

11. Notice. 通知

Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by courier service, fax, electronic mail or similar means to the address of the relevant Party as shown on **Schedule I** (or at such other address as such Party may designate by fifteen (15) days' advance written notice to the other Party).

根据本协议需要和被允许发出的通知应以书面形式，由专人递送或以快递、传真、电子邮件或其他相似手段寄送至相关方于**附表一**中提供之地址（或任一方提前十五（15）天书面通知另一方的其他指定地址）。

Where a notice is sent by domestic express, the notice shall be deemed to have been effected at the earlier of (i) delivery (or when delivery is refused) and (ii) expiration of two (2) Business Days after the notice is sent as aforesaid. Where a notice is sent by international express, the notice shall be deemed to have been effected at the earlier of (i) delivery (or when delivery is refused) and (ii) expiration of five (5) Business Days after the notice is sent as aforesaid. Where a notice is sent by fax or electronic mail, the notice shall be deemed to have been effected on the day the notice is sent as aforesaid.

以国内快递寄送的，该通知在以下较早时间被视为有效送达：（i）完成交付（或被通知方绝收）；或（ii）通知按照前述要求被寄出后的两（2）个工作日届满时。以国际快递寄送的，该通知在以下较早时间被视为有效送达：（i）完成交付（或被通知方绝收）；或（ii）通知按照前述要求被寄出后的五（5）个工作日届满时。以传真或邮件寄送的，该通知在寄送当日被视为有效送达。

12. Miscellaneous. 其他

- (a) This Agreement sets forth the entire understanding and agreement of the Parties and supersedes all other oral or written representations and understandings with respect to the subject matter of this Agreement.

本协议构成双方关于本协议事项的全部理解和协议，并取代所有其他口头或书面的陈述和理解。

- (b) This Agreement shall take effect as of the signature date hereof.

本协议自签署之日起生效。

- (c) This Agreement may be amended or modified only in writing signed on behalf of both Parties.

本协议唯有经过双方书面签署方可修订或修改。

- (d) The Annex forms an integral part of this Agreement, in case of any discrepancy, the updated terms shall prevail.

附件构成本协议的组成部分，如有冲突，以最新条款为准。

- (e) The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

本协议中的段落标题仅作为参考及便利之用，并不得用作本协议的解释。

- (f) If any portion of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

如果本协议任何部分内容被确定为无效或不可执行，其余部分仍应在最大限度内继续执行。

- (g) Failure to enforce any provision of this Agreement shall not be a waiver of future enforcement of that or any other provision.

未执行本协议的任何条款不构成对将来执行该条款或任何其他条款的权力的放弃。

- (h) Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party; subject to the foregoing, this Agreement shall be binding upon the successors and assigns of both Parties.

任何一方未经另一方事先书面同意均不得对外授予或转让本协议项下的任何权利或义务；在该前提下，本协议对双方的承继人和受让人应具有约束力。

- (i) This Agreement shall be written in both Chinese and English, in two (2) original copies. The two language versions shall be equally authentic and are consistent in all substantial respects. And in case of any discrepancy, the Chinese version shall prevail.

本协议以中英文同时书写，一式两(2)份。本协议的中英文文本应具有同等效力，并在所有实质方面保持一致。如有冲突，应以中文文本为准。

[Signature Page Follows] [以
下为本协议签署页]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

兹证明，以下双方已促成各自得到充分授权的代表于文首记载日期签署本协议。

Shanghai Artosyn Microelctroncis Co., Ltd
上海酷芯微电子有限公司

By/签字: _____

Name/姓名: _____

Title/职务: _____

By/签字: _____

Name/姓名: _____

Title/职务: _____

SCHEDULE I ADDRESS FOR NOTICES

附表一 通知地址

If to Party A:

Address: 6F, Tower 9, KIC Plaza,
No. 308 Songhu Road, Yangpu District,
Shanghai, PRC

Tel: +86 21 61531710

Email: qi.zhong@artosyn.com

Attention: ZHONG QI (钟琪)

如联系甲方:

地址: 中国上海市杨浦区淞沪路308号创智天地9号楼6楼

电话: +86 21 61531710

邮箱: qi.zhong@artosyn.com

收件人: 钟琪

If to Party B:

Address: _____

Tel: _____

Email: _____

Attention: _____

如联系乙方:

地址: _____

电话: _____

邮箱: _____

收件人: _____