



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”), effective 27 May, 2016 (“**Effective Date**”), is entered into by and between Wuhan Xinxin Semiconductor Manufacturing Co., Ltd, a Chinese corporation located at No.18, Gaoxin Four Road, Wuhan 430223, People's Republic of China (“**XMC**”) and Wonik IPS Co. Ltd., a Korea corporation registered in 75 Jinwisand-ro, Jinwi-myeon, Pyeongtaek-si, Gyeonggi-do, Republic of Korea (“**Wonik IPS**”). (Each of **XMC** and **Company** is a “**Party**” and together the “**Parties**”)

In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. Purpose.

Each Party (the “**Discloser**”) may disclose certain confidential technical and business information (“**Confidential Information**”, as defined below) to the other Party (the “**Recipient**”) for the purpose (i) of discussing and evaluating potential business relationship between the Parties and of (ii) engaging in such business relationship (if any after evaluation) undertaken by the Parties) (Purpose)

2. Definition.

2.1 “**Confidential Information**” means any information disclosed by the Discloser to the Recipient pursuant to this Agreement which (i) if in tangible form (including, for example, documents, prototypes or samples, machine recognizable form or any derivation thereof), is clearly marked “**Confidential**”, “**Proprietary**” or in some other manner to indicate its confidential nature, or (ii) if disclosed orally or by visual inspection is designated as “**Confidential**” immediately prior to such disclosure and reduced to a writing marked “**Confidential**” within thirty (30) days of such initial disclosure.

2.2 “**Confidential Information**” shall include any information including but not limited to information of either Party and its parent(s), subsidiaries, affiliates, board of directors and shareholders and related to its business plans or practices, corporate information, financial or technical matters, copyright, integrated circuit design registrations, cost or prices, development, testing, methods, processes, specifications, trade secrets, technical documents, know-how, designs, inventions, ideas, conception, contractual licensing arrangements, manufacturing, operations, or the marketing or promotion of products.

2.3 “**Confidential Information**” shall include information received from a third Party that the Discloser is obligated to treat as confidential, which Confidential Information is designated in writing to be confidential or proprietary by the Discloser, or if given orally or by visual inspection, is confirmed in writing within 30 days from disclosure as having been disclosed as confidential or proprietary by the Discloser.

2.4 Exceptions.

The obligations under this Agreement shall not apply to any information that the Recipient can demonstrate:

2.4.1 The information was publicly known or made generally available in the public domain prior to the time of disclosure by the Discloser;

2.4.2 The information becomes publicly known or made generally available after disclosure by the Discloser to the Recipient through no action or inaction of the Recipient;

2.4.3 The information was already in the possession of the Recipient without confidentiality obligations at the time of disclosure by the Discloser as shown by the Recipient’s files and records prior to the time of disclosure by the Discloser;

2.4.4 The information is obtained by the Recipient without confidentiality obligations from a third party without a breach of such third party’s obligations of confidentiality; Or

2.4.5 The information is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information, as shown by documents and other competent evidence in the Recipient’s possession.

2.5 The Recipient further agrees that all records and copies of records of the Discloser are and shall remain the property of the Discloser and agrees to keep such documents subject to the Discloser’s custody and control.

3. Mandatory Disclosure:

In the event that either Party or their respective directors, officers, managing directors, partners, employees, Recipients agents, representatives, lawyers, consultants and other advisers (collectively, the “**Representatives**”).who are assigned to implement the Purpose or having access to the Confidential Information are required by law or governmental regulation, order of a court of competent jurisdiction or pursuant to any lawful demand for such disclosure, including pursuant to a subpoena, without the prior written consent of the other Party, the Discloser shall give prompt notice in writing of such required disclosure so that the

affected Party may seek a protective order or other appropriate remedy and, in the event that such protective order or other remedy is not obtained, the Discloser will furnish only that portion of the Confidential Information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

4. Non-use and Non-disclosure.

4.1 The Recipient shall not use any Confidential Information of the Discloser for any purpose except only in connection with the Purpose.

4.2 The Recipient shall not reverse engineer, decompile or disassemble Confidential Information.

4.3 Neither Party will disclose or permit to be disclosed, any Confidential Information relating or belonging to the other Party to any third party, directly or indirectly, except the Representatives who are assigned and acknowledged in writing by both Parties to work for the Purpose and have a need to know such Confidential Information.

4.4 Neither Party will copy, summarize or remove from the other party's premises any Confidential Information, except to the extent necessary to carry out the Purpose.

4.5 Any publication of the Confidential Information must be approved in writing in advance by the non-publishing Party. All employees with access to Confidential Information shall sign confidentiality agreements that protect the Confidential Information to the same extent that such employee's employer protects its Confidential Information.

5. Maintenance of Confidentiality

The Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Discloser. Without limiting the foregoing, the Recipient shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no event less than reasonable measures. The Recipient shall reproduce the Discloser's proprietary rights notices on any copies of Confidential Information, in the same manner in which such notices were set forth in or on the original. The Recipient shall promptly notify the Discloser of any use or disclosure of the Discloser's Confidential Information in violation of this Agreement of which the Recipient becomes aware.

6. Publicity

Neither Party to this Agreement nor any of their respective Representatives shall have any right to use in advertising, publicity or otherwise the name, trade name, trademark or other designation of any other Party hereto and shall not disclose the existence or contents of this Agreement in any respect without the prior written consent of the other Party except as may be required under Mandatory Disclosure above.

7. Return of Materials.

7.1 After the Purpose is terminated, abandoned, rejected, completed or otherwise concluded, each Party shall, at the written request of the other Party, either promptly destroy or return all Confidential Information in the possession of that Party within thirty (30) days of such request. Any Confidential Information in the form of analyses, compilations, studies, translations or other documents prepared by or for either Party will be held by that Party and maintained subject to the terms of this Agreement or, at the request of the other Party, in its sole discretion, destroyed.

7.2 Upon the Discloser's request, the Recipient shall promptly return to the Discloser all documents, papers, drawings, notes, manuals, specifications, designs, devices, computer disks, tapes, materials and equipment, computer equipment, and other property of the Discloser, along with any material, in any form, containing or disclosing any Confidential Information.

8. No Obligation

Nothing in this Agreement is intended or shall be construed to obligate either Party to provide any information to, consummate any transaction with or execute any definitive agreement with respect thereto with the other Party unless and until either Party shall determine to deliver any information or shall enter into a definitive agreement or agreements with respect to any such transaction.

9. No Rights Granted:

Nothing in this Agreement is intended or shall be construed to grant any rights, express, implied or by operation of law, to either Party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information, except the right to review or use such Confidential Information solely and only to the extent necessary to accomplish the Purpose.

10. Accuracy of Information:

All Confidential Information is provided "AS IS". Neither Party and its subsidiaries and affiliates make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of any Confidential Information that may be disclosed from time to time by any of them and that none of them shall have any liability to the other Party or any of its Representatives or any other person resulting from any use of any such Confidential Information.

11. Import and Export Laws.

The Recipient represents that it shall adhere to all applicable laws, regulations and rules relating to the import, export and re-export of any product, technical data, or software provided hereunder, or the direct product thereof, to any restricted country listed in such applicable laws, regulations and rules unless properly authorized. The Recipient warrants that it will not use any

of the products manufactured by XMC for military applications or in space and that it will not sell any of the products manufactured by XMC for it to any embargoed countries.

12. Delay in Enforcement and Remedies

- 12.1 No failure by any Party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 12.2 The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that any Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy to any such breach. Any such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to any and all other remedies available at law or equity.
- 12.3 The Parties agree that, in the event of breach or threatened breach of any covenants of the Recipient, the damage or imminent damage to the value and the goodwill of the Discloser's business may be inestimable, and that therefore any remedy at law or in damages may be inadequate. Accordingly, the Parties agree that the Discloser is entitled to seek injunctive relief against a Recipient, without paying a bond in any form, in the event of any breach or threatened breach of any of such provisions. The prevailing Party (or Parties) in any action instituted pursuant to this Agreement is entitled to recover from the other Party (or Parties) its attorney's fees and other expenses incurred.

13. Term.

The obligations of confidentiality and non-disclosure of the Parties to this Agreement shall commence from the receipt of the Confidential Information from the other Party and shall survive any termination of the Purpose and continue for a period of five (5) years following the date of the receipt of the Confidential Information from the other Party.

This Agreement shall govern disclosures of Confidential Information and Products /Samples made within five (5) years from the Effective Date.

14. Effectiveness

- 14.1 This Agreement shall enter into effect upon the date when both Parties sign or stamp the company chop on this Agreement.
- 14.2 This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 14.3 If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, is held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

15. Amendment:

This Agreement may be amended only by a writing signed by all of the Parties.

16. Governing Law/Arbitration:

This Agreement shall be governed by, construed and enforced in accordance with the laws of People's Republic of China, without regard to conflict of law principles..

Any dispute arising from or in connection with this Agreement shall be submitted to Wuhan Arbitration commission for arbitration in Chinese which shall be conducted in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

17. Miscellaneous.

- 17.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior written and oral agreements.
- 17.2 No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent such Party from enforcing any other provision of this Agreement.
- 17.3 The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

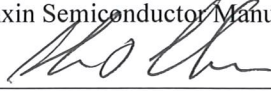
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[Signature Page]

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.


Wuhan Xinxin Semiconductor Manufacturing Co., Ltd

By: 

Print Name: Shao-Fu Chu

Title: Sr. Fellow / Sr. VP

Wonik IPS Co., Ltd.

By: 

Print Name: JAHYUNG Won

Title: EVP