

NON-DISCLOSURE UNDERTAKING (For Personnel of Supplier)

I, _____, am an employee or agent of _____ corporation. Because my corporation/principal is a supplier to Foxconn Technology Group (“**Foxconn**”), for _____ Product Development Project (“Product Project”) in CAA-iPEBG Business Group (“**CAA-iPEBG Business Group**”), I will have access to proprietary project product related information (“**Confidential Information**”) controlled or owned by Foxconn. I understand that failure to maintain the confidentiality of any Confidential Information may seriously and irreparably harm Foxconn and its customers’ efforts, financial and market opportunities. In order to protect Foxconn and its customers’ interests, I hereby agree, understand and promise to strictly obey the terms, conditions, rules and regulations in this Non-Disclosure Undertaking (“**Undertaking**”).

1. The Confidential Information shall mean, tangible or intangible and whether or how stored, compiled or memorized any proprietary information or document controlled or owned by Foxconn, including but not limiting to any software, flowchart, program, structures, process, prototype, number, SOP, method, strategy, plan, concept, device, tool, price, specification, picture, designation, model, sample (including individual part), decoding, invention, discovery, skill, quality control, test, procurement, manufacturing activity, marketing, financial information, research and development, investment and customer, supplier information or data and any discussion, negotiation, meeting, communication, or agreements between or among CAA-iPEBG Business Group and its customers and suppliers.
2. I understand any and all Confidential Information that I know, handle, possess, or use are material operational assets of CAA-iPEBG Business Group, and Foxconn owns and will retain the rights and interest of Confidential Information. No licenses or rights are granted to me by implication or otherwise under any intellectual property rights owned or controlled by Foxconn hereunder. No permission is granted to me by implication or otherwise to apply for intellectual property rights relating to Confidential Information. I will exercise effective effort and methods to protect it from unnecessary disclosure of any kind. I will immediately report any violations to the general manager of CAA-iPEBG Business Group and officers of information security and human resource departments when I discover any illegitimate or illegal disclosure or use of Confidential Information. I further promise that without formal written authorization from CAA-iPEBG Business Group, I (1) will not disclose or give Confidential Information to any third party, including but not limiting to those personnel, partners, legal entities, organizations, which are not authorized in writing by CAA-iPEBG Business Group to receive Confidential Information; (2) will not, or assist any third party or business groups or divisions other than CAA-iPEBG Business Group, design, develop, manufacture, sell any identical or similar products, components tooling or fixture; (3) will not use Confidential Information to design, develop, manufacture or sell any products; (4) will not use Confidential Information for any purposes other than those work authorized by CAA-iPEBG Business Group; and (5) will not, by any means, take any Confidential Information or any Foxconn proprietary documents or properties away from the restricted facilities or areas specifically designated by CAA-iPEBG Business Group.
3. I understand that CAA-iPEBG Business Group has the designated mechanism governing all the public announcement or disclosure affairs, and agree to strictly follow such mechanism by not disclosing, transmitting or providing any Confidential Information or project related data to any third party before such announcement or disclosure is made, unless I receive prior authorization from CAA-iPEBG Business Group to make such disclosure.
4. I understand that all Confidential Information that I possess, use, monitor or manage are property of CAA-iPEBG Business Group and will return all such Confidential Information to CAA-iPEBG Business Group pursuant to its requests or at termination of the Product Project (or being a supplier to Foxconn).

5. I agree that in case I violate any regulations in this Undertaking, I will pay RMB500,000 to CAA-iPEBG Business Group on each single event. If the breach eventually causes any customer of Foxconn to seek damages against it, I will be additionally liable for all damages and related expenses. Moreover, Foxconn may, upon its sole discretion, immediately terminate any existing supply agreements and corporation with my corporation or me, and may seek legal actions against me.
6. This Undertaking is effective at all time during the agreement or cooperation terms between my corporation and Foxconn (“**Related Agreement**”), and remains effective for five (5) years after termination of the Related Agreement.
7. This Undertaking will be governed by and interpreted in accordance with the laws of the People’s Republic of China. I hereby agree that any and all disputes hereto related shall be subject to the exclusive jurisdiction of the court within which Foxconn has its principal business place in People’s Republic of China.
8. I agree to comply with Foxconn’s information security management regulations. Without Foxconn’s prior written consent, I shall not take hard disk, soft disk, compact disk, USB, MP3, MP4, PDA, Notebook, cell phone with camera, camera, or any other removable storage devices into Foxconn’s factory. In the event of any breach hereunder, my corporation/principal and I will be jointly responsible for any result thus incurred in accordance with Foxconn’s information security management regulations.

I have been informed and explained for any and all above regulations in this Undertaking by Foxconn personnel named _____, and understand and agree that I will be legally bound by this Undertaking.

Name: _____ (Are Kai Ti)

Employer/Principal: _____

I.D./Passport Number: _____

Signature: _____

Date: _____

Witness: _____

Restricted Project Information Acknowledgement

限制專案資訊確認

You, the undersigned, are involved in the development of a highly confidential Apple project code-named [_____]. The following guidelines are intended to protect the secrecy of the project. Please acknowledge that you have read and agree to follow the guidelines by signing below.

您,簽署人,參與開發Apple一具高度機密性專案(專案代碼_____).以下守則之目的為保護專案之秘密性.請於下方簽署以表示您確認已知悉並同意遵守以下守則.

1. Only refer to Apple by the code-name provided by your employer

對Apple溝通請只使用您雇主提供給您的產品代碼.

2. Only refer to the project by the code-name provided by your employer.

只使用雇主提供給您的產品代碼提及該專案.

3. Do not disclose any confidential information related to the project or any confidential prototypes, drawings, images, or other materials to anyone other than those that have a need to know in connection with the project and who have been approved by Apple. To determine whether someone has been approved, please contact your project manager.

除有必要知悉該專案訊息之人且經Apple核準之人外,請勿揭露給任何人相關於該專案的任何機密訊息或者機密的原型、繪圖、圖像或其它材料.請聯繫您的專案管理人確認可被揭露密訊之對象.

4. Comply with the Apple Security Requirements and any confidentiality agreements related to the project. Ask your project manager if you do not know what these requirements are.

遵循 Apple 資訊安全要求以及其它與專案相關的保密承諾書.若您不清楚要求內容,請詢問您的專案管理人.

5. Your obligation to maintain the confidentiality of the project continues even after your work on the project or your service to your employer has ended.

您的保密義務並不因為您停止為本專案服務或離職而停止.

6. Unauthorized use or disclosure of confidential information or prototypes related to the project is a violation of the confidentiality agreement between Apple and your employer and may be a violation of the law.

未經授權而使用或揭露專案的機密資訊將違反 Apple 與您雇主間之保密承諾約定,並且也是違法行為.

Restricted Supply Information Acknowledgement

限制供應鏈資訊確認

You, the undersigned, have access to highly confidential forecasts, production volumes, and pricing information related to Apple products and the components that you supply for use in such products ("Restricted Supply Information"). The following guidelines are intended to protect the secrecy of the Restricted Supply Information.

您,簽署人,知悉相關Apple高度機密性的產品需求預估、產品數量、及價格資訊以及零組件("限制供應鏈資訊").以下守則的目的為保護限制供應鏈資訊之秘密性.

Please acknowledge that you have read and agree to follow the guidelines by signing below.

請於下方簽署以表示您確認已知悉並同意遵守以下守則.

1. Do not disclose any Restricted Supply Information to anyone other than those that have a need to know and who have been approved by Apple. To determine whether someone has been approved, please contact your project manager.

除有必要知悉限制供應鏈資訊之人且經 Apple 核準之人外,請勿揭露給任何人任何機密訊息.請聯繫您的專案管理人確認可被揭露密訊之對象.

2. Your obligation to maintain the confidentiality of the Restricted Information continues even after your work with the Restricted Supply Information or your service to your employer has ended.

您的保密義務並不因為您停止為限制供應鏈資訊服務或離職而停止.

3. Unauthorized use or disclosure of confidential information is a violation of the confidentiality agreement between Apple and your employer and may be a violation of the law.

未經授權而使用或揭露機密資訊將違反 Apple 與您雇主間之保密承諾約定,並且也是違法行為.

Acknowledged and agreed:

確認並同意

Name:

簽署人簽名: _____(Are Kai Ti)(正楷體)

Supplier Name:

簽署人公司名稱 _____

I.D./Passport Number:

簽署人身份證號/護照號: _____

Date:

立約日期: _____

Witness:

見證人: _____