

## **NON-DISCLOSURE UNDERTAKING**

### **(For Supplier)**

As a supplier, \_\_\_\_\_, (“**I**” or the “**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 of 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 and its attachment (“**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 is 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 limited 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 to, 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.
5. I ensure that I and all my employees and associated personnel will strictly obey all the regulations in this Undertaking (including the Non-Disclosure Undertaking executed by my employees and associated personnel), and agree to be jointly and separately liable for their violation on such regulations.
6. I agree that in case any of my employees/associated personnel or I breach or violate any terms and regulations in this Undertaking, I will pay RMB5,000,000 to CAA-iPEBG Business Group upon each single event. Additionally, I agree that in case any of my employees/associated personnel is caught or suspected to commit the Strictly Restricted Behavior as defined in the attachment of this Undertaking, I am obligated to pay additional fine(s) as specifically listed therein to CAA-iPEBG Business Group. If the breach eventually causes any customer(s) 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 me, and may seek legal actions against me. Foxconn may, upon its sole discretion, set-off against any amounts payable to me or my affiliates, the amount of any and all aforementioned fines, damages/losses, and costs.
7. This Undertaking is effective at all time during the agreement or cooperation terms between me and Foxconn (“**Related Agreement**”), and remains effective for five (5) years after termination of the Related Agreement.
8. 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.

\*\*\*\*\*Followed by the attachment and signature page\*\*\*\*\*

## ATTACHMENT TO NON-DISCLOSURE UNDERTAKING – STRICTLY RESTRICTED BEHAVIOR

### 1. Strictly Restricted Behavior and Fines:

No.	Strictly Restricted Behavior		Fines (RMB)
①	Theft or take away any new-project restricted materials, confidential documents (including SOP/SIP ...etc.)	Caught outside of the special grade security area	¥1,000,000
②	from their originally designated place of storage without receiving a pre-authorization from CAA-iPEBG Business Group.	Caught inside of the special grade security area	¥ 600,000
③	Hide, damage, destroy by any means any new-project restricted materials, confidential documents (including SOP/SIP... etc.), or place them in personal clothing, belongings or devices without receiving a pre-authorization from CAA-iPEBG Business Group.		¥ 400,000
④	Bring flash drives, mobile phones, cameral, or any devices equipped with camera or data storage function into the restricted Foxconn facilities without receiving a pre-authorization from CAA-iPEBG Business Group.	Confidential Information found in devices, caught outside of the special grade security area	¥1,000,000
⑤		Confidential Information found in devices, caught inside of the special grade security area	¥600,000
⑥		No Confidential Information is found in devices ,caught outside of the special grade security area	¥200,000
⑦		No Confidential Information is found in devices, caught inside of the special grade security area	¥100,000

### 2. Once any employees/associated personnel of Supplier is caught by Foxconn to engage in

any of the Strictly Restricted Behavior, Supplier and its associated personnel is obligated to cooperate with investigation conducted by Foxconn to decrease the risk of losses and wrongful disclosure of Confidential Information. For those Suppliers that fully cooperate with Foxconn's investigation, Foxconn may waive certain amounts of fines.

3. When employees/associated personnel of a Supplier is repetitively caught by Foxconn to commit the Strictly Restricted Behavior or refuses to cooperate with security check-up (including, but not limited to, damaging or destroying any associated devices, objects or records by any means), Foxconn may require and Supplier hereby agrees to pay double fines upon single occurrence. In addition, the employees/associated personnel of the Supplier may be excluded from staying in or entering any or all Foxconn restricted facilities or areas. For any causes, Supplier is accountable for its own loss and damages resulted from such exclusion.
4. Supplier hereby agrees that Foxconn may, upon its sole discretion, set-off against any amounts payable to Supplier or its affiliates, the amount of any and all aforementioned fines.
5. **By signing below, Supplier hereby certifies that it has been informed and explained by Foxconn personnel, named \_\_\_\_\_ for all above terms and regulations under this Undertaking and attachment(s), which Supplier and its associated personnel completely understands and agrees to strictly obey.**

Supplier: \_\_\_\_\_(Company Seal)

Supplier Representative: \_\_\_\_\_(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ID Card Number(For the  
other type of identity certificate, please  
fill in the name and number of the  
certificate) :

\_\_\_\_\_

Witness and ID Card  
Number(For the other type of  
identity certificate, please fill in the  
name and number of the certificate) :

\_\_\_\_\_