

Nondisclosure Agreement: This form is in both Chinese and English. It is for use in China. It can be used as a recipient NDA or as a mutual NDA.

(a) **PARTIES:** Provide complete identification of the other party entering into the NDA with Cypress.

(b) **DATE:** Fill in the effective date of the NDA. This should be the date that discussion will begin.

(c) **PURPOSE:** Check one of the boxes to identify the purpose of the NDA. If you check other, specifically identify the purpose and subject matter of the discussions in the blank next to the check box.

(e) **CONFIDENTIAL INFORMATION; and INFORMATION NOT COVERED:** These sections explain how certain types of information will be treated under the NDA. To be protected under the NDA, written information must be stamped "confidential" or "proprietary" or with some similar legend; and if information is verbally disclosed, it must be reduced to writing promptly and the written documentation must be marked with a secrecy legend. Certain information will be excluded from the scope of the NDA. Generally, information which is already part of the public domain, or is independently developed or is revealed to one of the parties from some third source, will not be protected under the NDA.

(f) **RESPONSIBILITIES OF THE PARTIES:** Each party who reveals Confidential Information to the other will still own that disclosed information. The disclosing party must properly identify which information is to be covered under the NDA. The recipient agrees to try to protect the information from disclosure, just as it would protect its own proprietary information, and not use it except in cooperation with the disclosing party for the purpose stated in the NDA.

(h) **SIGNATURE:** Only a Vice President or higher may sign a NDA on behalf of Cypress, and that individual accepts ultimate responsibility for ensuring that the terms of the NDA are enforced.

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| CHINA Non-Disclosure Agreement | 保密协议 |
| THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is by and between Cypress Semiconductor Technology (Shanghai) Co., Ltd. (“Cypress Shanghai”), and (the “Company”) on , 20 (“Effective Date”). | 本保密协议 (“本协议”) 由 塞普锐思半导体技术 (上海) 有限公司 (“ 塞普锐思上海 ”) 与 (“ 本公司 ”) 于 20 (“ 生效日期 ”) 签订。 |
| Cypress Shanghai and the Company are hereinafter referred to individually as a “ Party ” and collectively as the “ Parties ”. | 塞普锐思上海及本公司以下单独称为“ 一方 ”，统称为“ 双方 ”。 |
| 1. Relationship of the Parties | 1. 双方的关系 |
| “Discloser” means the party that discloses confidential information under this Agreement. “Recipient” means the party that receives confidential information from Discloser. Discloser warrants that it has the right to disclose the confidential information to Recipient. ALL INFORMATION IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY. All confidential information will remain the property of Discloser and its licensors. No license under any patent, copyright, trade secret, or other intellectual property rights or other rights to confidential information is granted or implied under this Agreement. Nothing in this Agreement shall be construed as an assurance that the Parties will enter any further agreements or develop future relations, including those anticipated by this Agreement. This Agreement is not assignable without the other Party’s prior written consent, not to be unreasonably held. | “披露方”指根据本协议披露保密信息的一方。“接受方”指从披露方接收保密信息的一方。披露方保证其有权向接受方披露保密信息。所有信息按“原状”提供，并不附带任何保证。所有保密信息仍属披露方及其许可人所有。本协议并未授出或暗示任何专利、版权、商业秘密或与保密信息有关的其他知识产权或其他权利项下的任何许可。本协议概无任何内容可被解释为双方将会订立任何其他协议或发展未来关系 (包括由本协议所推测者) 的保证。未经对方事先书面同意，本协议不可转让，亦不可被不合理地持有。 |
| 2. Purpose | 2. 目的 |
| The purpose for which this Agreement is being executed is to allow Cypress Shanghai and/or Company to disclose confidential information related to (<i>check as applicable</i>): | 签订本协议的目的是允许塞普锐思上海及 / 或本公司披露与下列 (<i>于适用方格内打钩</i>) 有关的保密信息： |
| <input type="checkbox"/> Company’s evaluation of Cypress Shanghai’s products for use in Company’s business. | <input type="checkbox"/> 本公司对辖下业务所使用的塞普锐思上海产品进行的评估。 |
| <input type="checkbox"/> Cypress Shanghai’s evaluation of Company’s products for use in Cypress Shanghai’s business. | <input type="checkbox"/> 塞普锐思上海对辖下业务所使用的本公司产品进行的评估。 |
| <input type="checkbox"/> Other (<i>detailed</i>): | <input type="checkbox"/> 其他 (<i>详尽信息</i>)： |
| 3. Confidentiality | 3. 保密性 |
| 3.1 Confidential Information | 3.1 保密信息 |
| For purposes of this Agreement the term “ Confidential Information ” shall include, without limitation, the following types of information relating, directly or indirectly, to the business of Discloser: (i) business, technological, and corporate information, including but not limited to information relating to cost and prices; sources of supply for capital equipment, components and raw materials; and all technical information regarding the formulation, development, testing, design, manufacture and use of products, methods, processes, machinery and equipment of Discloser, drawings and specifications, technical documentation, know-how, contractual licensing arrangements, patent and trademark applications as well as copyright and integrated circuit design registrations of Discloser; (ii) marketing information, including sales or product plans, strategies, tactics, methods, customers, prospects, or market research data; (iii) financial information, including costs and performance data, debt arrangements, equity structure, investors and holdings; (iv) operational formulae, control and inspection practices and background information on suppliers; (v) personnel information, including personnel lists, resumes, personnel data, organizational structure and performance evaluations; and (vi) any of the information in foregoing paragraph of any affiliate of Cypress Shanghai. In order to be protected as Confidential Information: (i) tangible information must be clearly and conspicuously marked as “confidential” or “proprietary” by the Discloser, and (ii) information disclosed verbally or visually must be orally identified as being Confidential Information at the time of disclosure and subsequently reduced to written form in a clearly and conspicuously marked document and submitted to the Recipient within 20 days of the initial disclosure. Notwithstanding the foregoing, information that reasonably should be considered confidential due to the nature of the information and circumstances of disclosure shall also be covered as Confidential Information under this Agreement. | 就本协议而言，“ 保密信息 ”一词包括 (但不限于) 直接或间接与披露方业务有关的以下各类信息：(i) 业务、技术及公司信息，包括但不限于与成本及价格有关的信息；资本设备、元件及原材料的供货来源；以及与披露方的产品、方法、工序、机械及设备的规划、开发、测试、设计、制造及用途有关的所有技术信息、图纸及规格、技术文件、技术知识、合约许可安排、专利及商标应用，以及披露方的版权及集成电路设计登记；(ii) 营销信息，包括销售或产品计划、策略、手段、方法、客户、前景或市场研究数据；(iii) 财务信息，包括成本及业绩数据、债务安排、股本结构、投资者及持股量；(iv) 经营方案、控制及检验惯例，以及有关供应商的背景信息；(v) 人事信息，包括人员名单、简历、人员资料、组织架构及业绩评估；以及(vi) 前述段落所列有关塞普锐思上海任何联属公司的任何信息。为保护保密信息：(i) 披露方必须于有形信息上清晰显著地标记“机密”或“专有”字样，及(ii) 通过口头或影像披露的信息必须于披露时口头说明属于保密信息，然后以清晰显著标记的文件予以书面记录，并于首次披露后 20 日内提交给接受方。尽管有前述规定，因其性质和披露情况而应合理视为机密之信息亦属 |

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| | 于本协议所列之保密信息。 |
| Confidential Information shall not include any information that: (i) is generally available to the public through no violation of a non-disclosure obligation; (ii) the Recipient has obtained lawfully from an independent source not subject to a non-disclosure obligation, and the Recipient is able to document such independent source; or (iii) was lawfully in the possession of the Recipient at the time of disclosure, as evidenced by the Recipient's files and records. | 保密信息不包括：(i)在不违反保密责任下普遍可为公众获得的信息；(ii)接受方已经从不受保密责任规限的独立来源合法获得，且接受方能够记录该独立来源的信息；或(iii)接受方的文件或记录证实，其于披露时已合法拥有的任何信息。 |
| 3.2 Recipient further agrees that all records and copies of records of Discloser are and shall remain the property of Discloser and agrees to keep such documents subject to Discloser's custody and control. | 3.2 接受方进一步同意，披露方的所有记录及记录副本属于并且仍然属于披露方所有，并且同意在披露方的保管及控制下持有这些文件。 |
| 3.3 <u>Non-disclosure Obligations</u> | 3.3 <u>保密责任</u> |
| 3.3.1 Recipient will keep in strict confidence, and will not, directly or indirectly, at any time, disclose, furnish, disseminate, make available or use any Confidential Information to any third party, for any purpose other than as strictly required for the Purpose or as required by law, regardless of how Recipient may have acquired such information. Recipient shall also strictly comply with all obligations and procedures concerning the receipt, transmission and disclosure of Confidential Information to which Discloser is bound. Confidential Information may be disclosed to the employees, agents and representatives of the Recipient if in furtherance of the Purpose, only on a "need to know" basis, provided the employees, agents and representatives are subject to obligations of confidentiality at least as restrictive as those set forth in this Agreement. | 3.3.1 接受方将对任何保密信息严格保密，并且不会出于任何目的（除就本目的而言严格规定、或法律所规定者外）于任何时间直接或间接向任何第三方披露、提交、传播、提供或使用任何保密信息，不论接受方可能已通过何种方式获得此种信息。接受方还应严格遵守与披露方须受约束的保密信息的接收、传播及披露有关的所有责任及程序。为贯彻执行本目的，保密信息仅可以“需要知道”为基准向接受方的员工、代理及代表披露，惟该等员工、代理及代表须按至少与本协议所载保密责任一样严格的标准遵守保密责任。 |
| 3.3.2 Recipient will use the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, disclosure, dissemination or publication of Confidential Information, as the Recipient uses to protect its own confidential information of like nature. | 3.3.2 接受方将采取与其用以保护其自有的同类保密信息相同（但不逊于）的谨慎程度的措施，防止保密信息被未经授权使用、披露、传播或出版。 |
| 3.3.3 Recipient agrees that this obligation of non-disclosure shall survive, regardless of any other breach of this Agreement or any other agreements between Recipient and Discloser: (i) for 3 years from the date of disclosure, or (ii) until such Confidential Information meets one of the exceptions set forth in Section 3.1, or (iii) Recipient is required by law (after providing Discloser with notice and opportunity to contest such requirement) to make disclosure. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement. | 3.3.3 接受方同意，不论本协议或接受方与披露方之间的其他协议是否遭违反，此项保密责任的存续应当：(i)自披露日期起计，为期三年，或(ii)直至该等保密信息符合第 3.1 节所载的任何一项例外情况，或(iii)接受方按法律规定（在向披露方发出通知并给予机会就此项规定进行抗辩之后）须进行披露为止。按要求作出的任何披露本身不得改变被披露之信息作为本协议条款项下之保密信息的性质。 |
| 3.4 <u>Return of Confidential Information</u> | 3.4 <u>保密信息的归还</u> |
| Upon 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. Recipient may however retain archival copies of the Confidential Information which it may use only in case of a dispute between the Parties. Notwithstanding the foregoing, latent data such as deleted files, and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can only be retrieved by computer forensics experts and is generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return of Confidential Information as set forth by this Section 3.4. | 应披露方的要求，接受方须立即将披露方的所有文档、文件、图纸、笔记、手册、规格、设计、装置、计算机磁盘、磁带、材料及设备、计算机设备以及其他财产，连同以任何形式载有或披露任何保密信息的任何材料一并归还披露方。但是，接受方可以保留保密信息之存档副本，惟此等存档副本仅可在双方有争议时使用。尽管有前述规定，只有计算机法证专家才能检索以及普遍视为若不使用专门工具和技术则无法访问的潜在数据（例如已删除的文件）和其他非逻辑数据类型（例如内存转储、交换文件、临时文件、打印机缓存文件和元数据），则不属于第 3.4 节所列的保密信息归还要求范围内。 |
| 4. <u>Compliance</u> | 4. <u>合规性</u> |
| The Recipient will comply and do all things necessary to comply with the laws and regulations of all governmental entities under which the Discloser does business and with the provisions of contracts between such governmental entities or its contractors and the Discloser that relate to Confidential Information or the safeguarding of such information. | 接受方将遵守并采取一切必要措施，遵守披露方营业须遵守的所有政府实体的法律法规，以及该等政府实体或其承包商与披露方之间有关保密信息或该等信息的保护的合约规定。 |
| 5 <u>Effectiveness</u> | 5 <u>有效性</u> |

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| <p>This Agreement and the obligations and benefits shall enter into effect upon the Effective Date and shall expire 3 years thereafter. The obligations and benefits shall survive the expiration or termination of Recipient's relationship with Discloser and any termination, dissolution or liquidation of Discloser for the timeframe set forth in Section 3.3.3.</p> | <p>本协议以及责任和权益自生效日期起生效，并于三年后到期。责任及权益在接受方与披露方的关系到期或终止，及第 3.3.3 节所载时限内披露方发生任何终止、解散或清算后仍然存续。</p> |
| <p>6. <u>Waiver and Preservation of Remedies</u></p> | <p>6. <u>补救的放弃及保留</u></p> |
| <p>No delay on the part of a Party in exercising any right, power or privilege under this Agreement will operate as a waiver, nor will any waiver by a Party of any right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any other or other exercise of the right, power or privilege.</p> | <p>任何一方在行使本协议项下的任何权利、权力或特权时出现延迟，不得被视为放弃；任何一方对其权利、权力或特权的任何放弃，以及单项或部分行使其任何权利、权力或特权，均不妨碍任何其他方面或权利、权力或特权的行使。</p> |
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| <p>7. <u>Applicable Law/Arbitration</u></p> | <p>7. <u>适用法律 / 仲裁</u></p> |
| <p>This Agreement shall be governed by the laws of Hong Kong, SAR, excluding its choice of law rules. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The place of arbitration shall be in Hong Kong at the Hong Kong International Arbitration Centre. The number of arbitrators shall be three, unless the Parties can otherwise jointly agree on the person to be appointed as the sole arbitrator. If the number of arbitrators is set at three, each Party shall select one arbitrator within fifteen days after the commencement of arbitration, and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the arbitration centre. The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, the parties agree that the validity and enforceability of this Section shall be determined in accordance with the laws of Hong Kong, SAR. The costs of arbitration will be shared equally among the parties involved in the arbitration.</p> | <p>除法律的选择外，本协议受香港特别行政区法例管辖。因本协议而产生或与之有关的任何争议（包括有关其存续、有效性或终止的任何疑问）应提交仲裁并根据伦敦国际仲裁法院仲裁规则(Rules of London Court of International Arbitration)最终仲裁解决。该等规则被视为以提述方式纳入本条款。仲裁地点应为香港，在香港国际仲裁中心进行。除非双方能另外达成共识，同意选定一人作为唯一仲裁员，否则仲裁员人数应为三人。如果决定仲裁员应为三人，则双方应在仲裁开始后十五天内各选择一位仲裁员，而选定的两位仲裁员应在任命后十天内选择第三位仲裁员。如果双方选定的仲裁员无法或未能就第三位仲裁员达成一致意见，则第三位仲裁员由仲裁中心挑选。仲裁程序中所使用的语言应为英语。尽管有前述规定，双方同意本节的有效性及其可执行性应根据香港特别行政区法律决定。仲裁费用将由仲裁所涉双方平均分摊。</p> |
| <p>8. <u>Severability</u></p> | <p>8. <u>可分割性</u></p> |
| <p>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.</p> | <p>若本协议的任何条款、规定、约定或条件，或其对任何人士、地点或情况的适用被裁定失效、不可执行或无效，本协议其余部分以及适用于其他人士、地点及情况的该等条款、规定、约定或条件仍然具有十足效力及作用。</p> |
| <p>9. <u>Entire Agreement</u></p> | <p>9. <u>完整协议</u></p> |
| <p>This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting the subject matter of this Agreement.</p> | <p>本协议构成双方之间的完整协议及谅解，并且取代双方有关本协议标的事项的任何过往或同时发生的书面或口头合约、陈述及保证。</p> |
| <p>10. <u>Amendment</u></p> | <p>10. <u>修改</u></p> |
| <p>This Agreement may be amended only by a writing signed by both Parties.</p> | <p>本协议仅可通过经双方签署的文书进行修改。</p> |
| <p>11. <u>Rights Cumulative</u></p> | <p>11. <u>权利累算</u></p> |
| <p>The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either Party</p> | <p>本协议所规定的权利及补救措施可以累算，任何一方（或其继任者）无论是根据本协议或任何其他协议，还是依照法律，行使任何权利或补救措施，概不妨碍或排除其行使所有其他权利及补救措施的权利。</p> |
| <p>(or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.</p> | |

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| 12 <u>Injunctive Relief</u> | 12 <u>禁令救济</u> |
| 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 the Recipient, without paying a bond in any form, in the event of any breach or threatened breach of any of such provisions, in addition to any other relief (including damages) available to the Discloser under this Agreement or under law. The prevailing party in any action instituted pursuant to this Agreement is entitled to recover from the other Party its reasonable attorney's fees and other expenses incurred. | 双方同意，若接受方违反或可能违反任何约定，对披露方业务的价值或商誉造成或将会造成的损害可能难以估计，因此任何法律补救或损害赔偿都可能并不足够。故此，双方同意，若出现任何违反或可能违反该等规定的情况，披露方除可根据本协议或依照法律获得补偿（包括损害赔偿）外，还有权在无需以任何形式交付保证金的情况下，向接受方寻求禁令救济。根据本协议提起的任何诉讼中的胜诉方，有权从另一方收回其所发生的合理的律师费及其他费用。 |
| 13. <u>Notices</u> | 13. <u>通知</u> |
| Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to the Discloser's principal office. | 根据本协议或依法需要发出或允许发出的任何通知、请求、同意或批准，如果以书面形式，并且以预付邮资的挂号或登记邮件寄送到披露方的主要办事处即属足够。 |
| 14. <u>Language</u> | 14. <u>语言</u> |
| This Agreement is formulated in both English and Chinese and both language versions shall be equally authentic and legally binding. In case of discrepancy, the English version controls. | 本协议以中英两种文字拟定，两种语言文本同属真确，均具法律约束力。若有任何差异，概以英文版为准。 |
| IN WITNESS WHEREOF , the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date written below. | 有鉴于此 ，本协议订约双方经由其正式授权代表于以下所书日期 订立本协议。 |
| <u>CYPRESS SHANGHAI</u> | <u>塞普锐思上海</u> |
| By: _____ | 签署：_____ |
| Name: | 姓名： |
| Title: | 职衔： |
| Date: _____ | 日期：_____ |
| <u>COMPANY</u> | <u>本公司</u> |
| By: _____ | 签署：_____ |
| Name: | 姓名： |
| Title: | 职衔： |
| Date: _____ | 日期：_____ |