NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into and effective as of the _Jul-27_, 2022 ("Effective Date") by and between:

Microelectronics Technology Inc., a Taiwan (Republic of China) corporation having a principal place of business at No. 1, Innovation Road II, Hsinchu Science Park, Hsinchu, Taiwan, R.O.C. ("MTI"),

and

[ ], a [ ] corporation having a principal place of business at [ ] (the "Company")

(The above parties hereinafter referred to collectively as the "Parties" and individually as a "Party.")

The Parties agree to the following terms and conditions:

Section 1 Confidential Information

1.1 "Confidential Information" shall mean any and all information and ideas in whatever form, tangible or intangible, whether disclosed to or learned or developed by the receiving Party, pertaining in any manner to the business of the disclosing Party and any affiliate of the disclosing Party or to the disclosing Party's customers, suppliers, licensors or other commercial partners, including without limitation: (i) client lists, client prospects, supplier lists, supplier prospects, and business development information; (ii) company lists, profiles and reports; (iii) structure, operations, marketing, pricing, cost, financial and personnel information; (iv) information systems design and procedures; (v) computer technology designs, hardware configuration systems, and software designs and implementations; (vi) information databases, interactive procedures, navigation, functionality, web site design, tests, analysis and studies developed by or for the benefit of the disclosing Party; (vii) methodologies, risk-analysis methods or programs, computer programs and software, technical data, specifications, plans, designs, inventions, formulas, research and technology developed by or for the benefit of the disclosing Party; (viii) business information and business secrets of the disclosing Party, its clients and its suppliers; (ix) trade secrets of the disclosing Party; (x) plans, prospects, policies, practices, and procedures of the disclosing Party which are not generally known in the industry; (xi) products in development and planning; (xii) agreements already entered into with third parties or planned to be entered into with third parties; and (xiii) all other proprietary and confidential information of every nature and source. The Parties hereto agree that information disclosed by the disclosing Party is not required to be marked at the time of its disclosure as "Confidential", "Proprietary", "Secret" or with comparable legend to be considered Confidential Information, but that any information specifically marked as "Confidential", "Proprietary" or "Secret" shall be regarded as Confidential Information.

1.2 *Except as otherwise agreed, Confidential Information is disclosed by the disclosing Party ONLY for the following purpose (the "PURPOSE"): _____*

1.3 Neither the definition of "Confidential Information" nor anything else in this Agreement shall be construed in a manner that the disclosing Party shall have the obligation to provide any portion of the Confidential Information to the receiving Party, and it will be within the disclosing Party's discretion as to whether and when to disclose, to what extent the Confidential Information may be disclosed as well as other conditions of such disclosure. The disclosing Party may further designate and circumscribe the place, time and period at or within which the receiving Party may have access to any portion of the Confidential Information.

Section 2 Confidentiality Obligations

2.1 The receiving Party agrees to:

a. safeguard and keep the Confidential Information in strictest confidence, to exercise due care of a bona fide administrator and diligence, and to take adequate measures (including but not limited to maintaining the Confidential Information in locked files or storage to which access is strictly restricted and controlled) at all times for maintaining its confidentiality;

b. use the Confidential Information only and exclusively for the PURPOSE, prevent the unauthorized disclosure, dissemination or publication of the Confidential Information, and to refrain from making use, either directly or indirectly, of any part of the Confidential Information for any purpose or ground other than the PURPOSE; and

c. restrict the disclosure of the Confidential Information to only its employees who have the specific need to know the Confidential Information for accomplishing the PURPOSE for the receiving Party. The receiving Party further agrees and undertakes that:

(i) Any restricted disclosure by the receiving Party under this Section to an employee shall be made only for a portion, instead of the entirety, of the Confidential Information to the extent as necessary for such employee to perform his function under the PURPOSE;

(ii) Prior to each restricted disclosure, the receiving Party shall have such employees execute a written confidentiality agreement at terms not less stringent and onerous than the those stated in this Agreement and with the right of the disclosing Party to enforce the terms of that confidentiality agreement directly against such employees; and

(iii) The receiving Party shall be jointly and severally liable with such employees for any unauthorized disclosure or use of the Confidential Information, and for any other breach of the confidentiality obligation of any employee, for which the disclosing Party may pursue any and all the remedies under this Agreement, at law, or the confidentiality agreement described in subparagraph (ii) on a concurrent or separate basis.

2.2 The receiving Party's obligations under this Section shall expire five(5) years from the date of receipt of the Confidential Information disclosed by the disclosing Party or a period of ten years from the termination of this Agreement, whichever elapses earlier.

2.3 The receiving Party shall not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information or any intangible or tangible objects that embody the other Party's Confidential Information received hereunder, unless the disclosing Party provides written approval Further, neither Party shall remove, overprint, alter, obscure or deface any element or notice of copyright or trademark, logo, legend or other notice of ownership from any originals of the other Party's Confidential Information that would identify it as being the property of the disclosing part.

2.4 The receiving Party will promptly upon discovery notify the disclosing Party in writing in the event of any loss or unauthorized disclosure of Confidential Information.

Section 3 Exceptions

3.1 Except as otherwise agreed by the Parties hereto at the time of disclosure by the disclosing Party, this Agreement shall not apply to the Confidential Information if it is proven with conclusive evidence that such information:

a. is already known by the receiving Party at the time of its receipt from the disclosing Party;

b. is or becomes part of the public domain or publicly available or known through no breach by the receiving Party;

c. is rightfully received by the receiving Party from a third party without any restriction on disclosure and without breach of this Agreement;

d. is disclosed with a prior written consent of the disclosing Party; or

e. is independently developed by personnel of receiving Party having no access or reference to the Confidential Information as proven by documents and other competent evidence of the receiving Party.

3.2 If the receiving Party is required to disclose any portion of the Confidential Information as a result of a judicial or governmental order or of a statutory requirement, the receiving Party shall immediately notify the disclosing Party in writing and take all measures to prevent or to circumscribe the scope of the required Confidential Information, including but not limited to, filing petitions for refraining from disclosure or for administrative or judicial protective order to avoid further dissemination. Any disclosure by the receiving Party of any Confidential Information under securities regulations shall only be made after discussions with and consent of the disclosing Party.

Section 4 Ownership

4.1 The Confidential Information is now and shall at all times be deemed the exclusive property and trade secret of

the disclosing Party, and all such Confidential Information is strictly proprietary in nature, whether the Confidential Information is copyrightable, patentable, or otherwise protected by laws.

4.2 The receiving Party agrees and acknowledges that all tangible embodiments of the Confidential Information received in the form of documents, products, packages, computer disks, flash cards, computer memory media, chip sets, copies, notes, summaries, records, descriptions, modifications, drawings, adaptations or any other materials containing any portion of the Confidential Information shall be and remain the exclusive property of the disclosing Party, and shall not be copied or otherwise reproduced in any manner, except to the extent absolutely necessary in order to carry out the PURPOSE.

4.3 The receiving Party agrees that it shall return to the disclosing Party or give written certification of the destruction of, promptly upon the request by the disclosing Party or upon termination of this Agreement, all tangible embodiments of such Confidential Information, including, without limitation, all documents, products, packages, computer disks, flash cards. Computer memory media, chip sets, copies, notes, summaries, records, descriptions, modifications, drawings, adaptations which the receiving Party has made or developed from the Confidential Information and all other materials containing any portion of the Confidential Information. Notwithstanding anything contrary to the foregoing, each Party may retain one (1) archival copy of Confidential Information received under this Agreement for the sole purpose of reference in any subsequent legal disputes that may arise.

Section 5 Interpretations

5.1 All Confidential Information is provided "as is." Each Party warrants that it has the right to make the disclosures under this Agreement and disclaims all other warranties, express, implied or otherwise, including infringement of intellectual property rights and accuracy and completeness of the Confidential Information.

5.2 Nothing contained in this Agreement shall be construed as granting or conferring by the disclosing Party to the receiving Party of any rights by license or otherwise for any invention, discovery or improvement made, conceived or acquired by the disclosing Party prior to or after the execution of this Agreement, or in any Confidential Information disclosed to the receiving Party or in any proprietary rights related thereto.

5.3 Except as otherwise agreed to between the Parties, nothing contained in this Agreement shall be construed to imply the grant of any license to the receiving Party to make, use or sell, or otherwise commercialize (i) any portion of the Confidential Information disclosed by the disclosing Party; and (ii) any products or services developed on the basis of any Confidential Information.

5.4 The terms of confidentiality under this Agreement shall not be construed to limit a Party's right to independently develop or acquire products without use of the other Party's Confidential Information, or to work with persons or entities that have independently developed information or materials similar to the Confidential Information. The disclosing Party acknowledges that the receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the receiving Party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Section 6 No Amendment

The term and conditions of this Agreement may not be amended or modified except by a written agreement of the Parties.

Section 7 Assignment

This Agreement shall not be assignable or transferable by either Party without the prior written consent of the other Party. Any such purported assignment or transfer shall be void without such written consent.

Section 8 Termination

8.1 This Agreement shall become effective on the Effective Date and continue in full force for three (3) years.

8.2 This Agreement may be terminated by either Party upon a thirty-day prior written notice to the other Party; provided that the provisions under Sections 2, 4, 5, 8, 9 and 10 shall survive the termination.

Section 9 **Non-Waiver of Rights, Governing Law, Dispute Resolution and Injunctive Relief**

9.1 The failure of either Party to object to or take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

9.2 This Agreement shall be governed by and construed under the laws of Taiwan, R.O.C., without regard to its rules of conflict of laws.

9.3 The Parties agree that if any dispute arises in connection with the interpretation, implementation or enforcement of this Agreement, the Taiwan Hsinchu District Court shall have the jurisdiction in the first instance for such dispute,

9.4 The Parties hereby acknowledge that the unauthorized disclosure, use or disposition of Confidential Information, or the disclosure of the nature or substance of the discussions between the Parties as contemplated herein, could cause irreparable harm and significant injury which may be difficult to ascertain and not susceptible to monetary damages. Accordingly, the Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by a Party or any third party receiving such Confidential Information from the receiving Party, and that in addition to all other remedies, the disclosing Party shall be entitled to seek injunctive relief as a remedy for any such breach.

Section 10 **Entire Agreement**

This Agreement constitutes the entire understanding and is a complete and exclusive statement of the terms and conditions between the Parties hereto concerning the treatment of the information to which this Agreement relates, and shall supersede all prior negotiations and agreements between the Parties hereto with respect to the subject matter thereof.

Section 11 Professional installation instruction Requirement:

11.1 Installation personal
This product is designed for specific application and needs to be installed by a qualified personal who has RF and related rule knowledge. The general user shall not attempt to install or change the setting.

11.2 Installation location
The product shall be installed at a location where the radiating antenna can be kept 848cm for G2021-49-02B model and 1485cm for G060708-50-02B model nearby person in normal operation condition to meet regulatory RF exposure requirement.

11.3 External antenna
Use only the antennas which have been approved by the applicant. The non-approved antenna(s) may produce unwanted spurious or excessive RF transmitting power which may lead to the violation of FCC USA limit and is prohibited.

11.4 Installation procedure
Please refer to user's manual for the detail.

11.5 Warning
Please carefully select the installation position and make sure that the final output power does not exceed the limit set force in relevant rules. The violation of the rule could lead to serious federal penalty.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their respectively authorized representatives as of the day and year first above written.

Microelectronics Technology Inc.	**The Company**
Tony Kao 2022/07/27	
Name: Tony Kao	Name:
Title: Engineer Manager	Title:
Date: 2022-07-27	Date: