

Alpha Networks Inc.**Non-Disclosure Agreement**

This Non-Disclosure Agreement (hereinafter called "**Agreement**") is made as of _____, 20__ ("Effective Date") by and between Alpha Networks Inc. ("**Alpha**"), a company duly organized and existing under the laws of Taiwan (R.O.C.), and having its principal place of business at No.8, Li-Hsin 7th Rd., Hsinchu Science Park, Hsinchu 300094, Taiwan (R.O.C.), and _____ ("**The Company**"), a company duly organized and existing under the laws of _____, having its principal place of business at _____, and signed by their duly authorized representatives.

Whereas, the Parties desire to explore a certain business possibilities in the area of _____ ("**Purpose**"), production or foundry of products, assistance or transfer of technology, or other business relationship, and in furtherance thereof, it is understood and agreed that each party will provide certain proprietary business and trade information to the other party which all parties consider confidential, may be provided or disclosed to the other party.

Now, therefore, in consideration of these promises, both parties agreed as follows :

Article 1 : Confidential Information

1.1 "*Confidential Information*" shall mean any information, technical data or know-how that might reasonably be considered proprietary, sensitive or private, including but not limited to, that which relates to the business, services, or Products of the parties on recorded, including :

- (a) Technical information, know-how, data, techniques, and discoveries, inventions, ideas and unpublished patent applications, proprietary information, formula, analyses, laboratory reports, financial information, studies, or other information relating to the parties, whether or not contained in samples, documents, sketches, photographs, drawings, lists, and the like;
- (b) Data and other information in connection with the marketing of the Products of the parties including cost information, business policies, revenues and markets, distributors and customers, and similar items of information whether or not contained in documents or other tangible materials; and

The Confidential Information embodied in tangible material shall be labeled as "Confidential" or bear a similar legend. The Confidential Information disclosed

orally or visually shall be identified as “Confidential” at time of disclosure and confirmed as such in writing within thirty (30) days upon the disclosure.

1.2 Confidential Information does not include information that:

- (a) is in one party's possession before the time of disclosure by the other party;
- (b) has become public known after its disclosure from one party to the other party, without fault of the receiving party;
- (c) is received from a third party without similar restriction and without breach of this Agreement;
- (d) is independently developed by the receiving party;
- (e) is disclosed pursuant to legal obligation beyond the control of the disclosing and receiving parties;
- (f) is disclosed without restriction by the disclosing party to a third party;

Article 2 : Treatment in Confidence

Both parties agree not to use the Confidential Information for their own use for any purpose except to evaluate whether they desire to enter a business relationship with the other party or as necessary to carry out the terms of such business relationship and shall be consent by each other in writing. Both parties further agree that they will not disclose Confidential Information to any other persons/parties, including their distributors or agents, other than the party's employees who are directly involved in the business relationship or the decision whether or not pursue it, and unto them only a need-to-know basis. Both parties agree they shall take reasonable security measures and use cares to preserve and protect the secrecy of, and to avoid disclosure or use of, Confidential Information. Both parties agree to promptly advise the other party in writing of any misappropriation of misuse by any person of such Confidential Information that may come to its attention.

Article 3 : Ownership; Return of Documents

Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed. The Confidential Information shall be deemed the property of the disclosing party and, on termination or expiration of this Agreement for any reason, or on request by any of the parties on a adequate reason hereto, any equipment, documentation or other Confidential Information of any party, which has been furnished to the other party shall be promptly returned by the receiving party to the disclosing party, accompanied by all copies of such documentation made by the party which received such documentation. The return of such materials shall not affect the remaining obligations of receiving party under this Agreement.

Article 4 : Rights to Assert

Nothing herein contained shall be deemed to limit or restrict the rights of both parties to assert claims for patent or copyright infringement against the other party.

Article 5 : Arbitration and Governing Law

5.1 Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which has not been resolved within the thirty (30) days period after any party give a notice to the other party, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce 1990 by one or more arbitrators appointed in accordance with the said Rules, at whose decision shall be accepted as final by all parties, and judgment upon the award rendered by the Arbitrator(s) may be entered any court having jurisdiction thereof. The place of arbitration shall be Taipei, Taiwan (R.O.C.). The process of arbitration shall be executed in Chinese language. The fees for arbitration and/or any other charges, if any, shall be borne by the losing party unless otherwise awarded by the court. The parties agree that service of any notices in reference to such arbitration at their address as given in this Agreement shall be valid and sufficient.

5.2 Governing Law

This Agreement shall be govern by and construed in accordance with the laws of the Taiwan (R.O.C.), the explanation and construction of the Agreement is executed in English language.

Article 6 : Effective Date, Obligation Year, Term and Termination

This Agreement shall become effective on **Effective Date** and continue for one (1) year, unless terminated by any party, without cause, upon written notice sent to the other parties upon sixty (60) days notice. This Agreement shall be terminated automatically after one year from the Effective Date of the Agreement and will be renewed by the parties in prior writing with mutual consent before end of the Agreement.

Both parties agree not to disclose the Confidential Information under the term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement.

Article 7 : Assignment

This Agreement and all rights and obligations thereunder, are personal to the parties hereto and may not be assigned in whole or in part by either party without the prior written consent of the other; provided, however, that either party may assign this Agreement in conjunction with the merger, reorganization, or the sale of all or substantially all of its assets to which

this Agreement pertains. The company may not assign this Agreement without the prior written consent of Alpha to any affiliate of The company. Notwithstanding above, this Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

Article 8 : Counterparts, Electronic and Facsimile Delivery

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may deliver this signed Agreement by electronic (including email or facsimile) transmission. Each party agrees that such electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronically-transmitted copies as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year set forth as below.

Alpha Networks Inc.

The Company

(Signature)

(Signature)

(Name in Print)

(Name in Print)

(Title)

(Title)

(Date)

(Date)