



Effective Date: _____

**RECIPROCAL NON-DISCLOSURE AGREEMENT
SPECIFICALLY FOR CIC AND THIRD PARTY CUSTOMERS**

To protect confidential information, United Microelectronics Corporation ("UMC"), and National Chip Implementation Center ("CIC"), and if executed in the space provided below for "Customer", the Customer whose name appears below in such space, agree:

1. The obligations imposed by this Reciprocal Non-Disclosure Agreement ("Agreement") shall only apply to information disclosed between or among the Customer, CIC and/or UMC, which is designated as "Confidential" at the time of disclosure ("Confidential Information") as follows:

(a) Confidential Information must be marked or labeled clearly as "CONFIDENTIAL" or with a similar legend sufficient to notify the receiving party that it is confidential (unless such information is disclosed orally or by demonstration or is otherwise strictly impossible to mark);

(b) Confidential Information that is impossible to mark must be clearly identified as confidential at the time of disclosure, and summarized in reasonable detail and designated as confidential in a writing delivered to the receiving party within thirty (30) days of first disclosure.

2. Customer, CIC and UMC agrees that for a period of five (5) years from the first disclosure pursuant to paragraph 1 above, and notwithstanding this Agreement's termination: (1) it will not disclose to any third party any Confidential Information received from the other party except as expressly agreed upon in writing; and (2) it will not use or incorporate any Confidential Information received from the other party for any purpose whatsoever except solely for the evaluation and pursuit of amicable and mutually beneficial business relations between the Customer and CIC, on the one hand, and UMC on the other hand. Notwithstanding anything to the contrary, to the extent reasonably appropriate in connection with furthering such purpose, UMC may disclose CIC or Customer's Confidential Information (1) between and among UMC and its affiliates (which, for purposes of this Agreement, are defined as being its corporate parent, and any entity at least 50% of which is owned or controlled, directly or indirectly, by itself or its corporate parent), on the condition that such affiliates will be bound as party to this Agreement with UMC remaining responsible to ensure compliance by such affiliates; and (2) providers of materials, service and maintenance to the extent reasonable to do so within industry custom or practice, provided that such providers enter UMC nondisclosure agreements.

3. Customer, CIC and UMC shall safeguard all things, documents, and work that embody Confidential Information of the other in areas reasonably restricting access and preventing unauthorized use and/or disclosure. Each party will exercise at least the same degree of care as it uses to protect its own proprietary information, but no less than a reasonable degree of care, to prevent accidental or other loss of any Confidential Information of the other.

4. The obligations of this Agreement shall not apply to Confidential Information which the receiving party shows is:

- (a) already in the possession of the receiving party at or before the time of disclosure hereunder as reasonably shown by evidence existing at the time of disclosure; or
- (b) publicly known through no wrongful act of the receiving party (provided that Confidential Information becoming publicly known shall not excuse a prior breach); or
- (c) lawfully received from a third party without obligation of confidence; or
- (d) independently developed by the receiving party or by persons not having access to the Confidential Information; or
- (e) approved for release by written authorization of the disclosing party; or
- (f) disclosed pursuant to the requirement or demand of a lawful governmental or judicial authority, but only to the extent required by operation of law, regulation or court order.

5. At no time will either party disclose to the other any confidential or protectable information belonging to and/or owned by any third party in violation of that third party's rights. Neither party will improperly use, refer to, incorporate and/or rely upon any such third party information in work performed for or on behalf of the other. Neither party will breach any obligations to others while or in connection with working for or on behalf of the other.

6. This Agreement shall not expire, provided however that any party may terminate the applicability of this Agreement to then-future disclosures at any time on thirty days' written notice to the other. Upon termination of this Agreement, or upon written request, the receiving party shall at its option either promptly return to the disclosing party or certify the destruction of all documents and other tangible things reflecting Confidential Information of the disclosing party, together with all copies, extracts, summaries and (except as agreed in writing) other material derived therefrom, except that each receiving party may retain Confidential Information of the other as reasonably necessary to comply with applicable law or industry-standard quality certification programs (e.g., ISO900X).

7. Confidential Information shall remain the property of the disclosing party. Nothing in this

Agreement (expressly or impliedly) grants any patent, copyright, trademark, mask work, trade secret or other property right with respect to Confidential Information to the receiving party. The parties do not intend that any agency, joint venture or partnership relationship be created between them by this Agreement.

8. No party has an obligation under this Agreement to purchase any item or service from the other or to offer products or processes using or incorporating Confidential Information. Nothing in this Agreement prohibits any party from, offering products/processes for sale, modifying products/processes, and/or discontinuing products/processes, without using Confidential Information of the other.

9. Notwithstanding anything to the contrary, nothing in this Agreement shall limit or restrict UMC or any of its affiliates from using and/or implementing in the ordinary course of its business any and all processes, recipes, and manufacturing, fabrication, assembly and test techniques, and related improvements ("process technology") provided, derived and/or developed in whole or in part by or on behalf of UMC or any affiliate, and UMC and its affiliates shall not be limited or restricted by this Agreement with respect to any process technology unless clearly stated to the contrary in a writing signed by an officer of UMC identifying the specific information in precise detail.

10. This Agreement, if executed by the Customer in the R.O.C., shall be governed by and construed under the laws of the R.O.C. (and if executed in Europe, the laws of the Netherlands, and if executed elsewhere, the laws of California), without regard to conflicts of laws provisions.

11. Each party will advise the other in writing if any Confidential Information is subject to applicable export control laws, and upon such written notice, the parties shall not export (or, knowingly, directly or indirectly effect any transfer of) any such identified information furnished by the other in violation of such export control laws (including without limitation to "Controlled Countries" as identified by the applicable US Export Administration Regulations). UMC Confidential Information is subject to such laws. Before disclosing to UMC any information which is subject to EAR/ITAR control or export restriction, CIC and Customer will notify UMC in writing of the applicable ECCN or other control number, and whether CIC or Customer is relying on a license and/or exemption.

12. There are no understandings, agreements, or representations, express or implied, regarding the parties' obligations with respect to information exchanged between them except as stated above. This Agreement may not be amended, modified or altered except by a writing signed by officers of both parties that makes specific reference to this Agreement and specifically states that it overrides this Agreement.

UMC

CIC

By: _____

By: _____

Name/Title: _____

Name/Title: Liang-Hung Lu /

Vice President & Director General

CUSTOMER FULL NAME (printed): _____

Address: _____

By Authorized Person to sign this Agreement: _____

Name/Title: _____ / President

Date: _____

Executed in (Country): R.O.C.