

NON-DISCLOSURE AGREEMENT

保密协议

This Non-Disclosure Agreement (the “Agreement”) is made and is effective on _____, by and between Golden Silicon Technology, Inc. (“GST”), for itself and its affiliates and subsidiaries, and _____ of _____ (“RECEIPIENT”).

这份保密协议(简称协议)是_____ (简称GST)含其下属子公司和_____ (收受者)于_____年_____月_____日签订生效。

WHEREAS, **RECEIPIENT** is receiving and will receive certain proprietary and confidential information of **GST** (“**Confidential Information**”) from **GST**, as more specifically described in **Article I**.

收受者从 GST 得到关于 GST 专属和机密的信息（简称机密资料），本协议第一条款有更具体的描述。

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree to be legally bound by the following terms and conditions:

鑑於本协议所列举依据和彼此的承诺，双方同意遵守如下条款。

ARTICLE 1: DEFINITIONS

第一条：定义

“**Confidential Information**” shall mean any and all information disclosed by GST to RECEIPIENT, which GST has specified in writing to be Confidential Information, including but not limited to hard and soft copy, tangible and intangible, written and oral, technical and non-technical information, knowhow and trade secret, business and non-business, tools, products, services, implementations, and technologies, etc.

GST intends that it initially apply to the following information which GST hereby designates as being confidential:

GST 所规范的机密文件包含但不仅限于下列各项机密信息:

SSRAM cell, SCMOS/ SCL technology, and their extension and/or derivatives in circuit, device, and process techniques to ESD, Analog Amp, DSP, SRAM, DRAM, CAM, PLD, Flash and FPGA, RF processor applications

“机密资料”指的所有呈现给收受者的任何的及所有的资料，包括但不限于纸张复印件及电子复制件，有形的及無形的，书写的及口头的，技术性及非技术性的信息，專門技能及商业机密，业务相关及非业务相关的，工具，产品，服务，施作及技术等，都将被考虑为机密资料并视作本协议的一部分，不管是是否标示为机密。

ARTICLE 2: RESTRICTION OF USE

第二条：使用限制

RECEIPIENT shall use the **Confidential Information** solely for the purpose and/or business designated, whether said purpose and/or business made in written or orally.

不论是书面或是口头的，收受者只能将机密资料用于制定的业务。

ARTICLE 3: STANDARD OF CARE

第三条：注意标准

RECEIPIENT shall:

收受者应该：

(I) Protect the **Confidential Information** by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as **RECEIPIENT** uses to protect its own **confidential information** of a like nature,

(I) 收受者要用保护自己机密资料相同程度的注意力去防止未经授权的使用，散佈和公开机密资料。

(ii) Use the **Confidential Information** solely for the purposes set forth in Article 2 above and not otherwise use the **Confidential Information** in the design or manufacture of related products or related processes, or in any other manner except for the benefit of **GST** and with the prior written authorization from **GST**, and

(II) 只能将机密资料用于 **GST** 指定的用途如第二条所述，并不得用于设计，制造相关的产品或工艺，或其他做法除非是有利于 **GST** 而且必须事先得到 **GST** 书面的授权。

(iii) Not disclose any **Confidential Information** to any third party or dispose of any **Confidential Information** to any third party.

(III) 不得将任何机密资料泄露给第三者或是将任何机密资料交给第三者处置。

(v) Not make any publication or announcement, public or private, regarding the **Confidential Information**, and this Agreement, or its relationship with **GST** without express prior written approval from **GST**. This includes any publication or announcement that would imply a relationship with **GST** or knowledge of the **Confidential Information**.

(III) 未经 **GST** 事先的书面同意，不论公开或私下的方式，均不得将机密资料公开与公布本协议或者与 **GST** 关系。这包括任何公开或公布隐含有 **GST** 的关系或是机密资料的知识。

ARTICLE 4 AFFILIATES & SUBSIDIARIES

第四条：附属公司和子公司

Both Parties agree that **Confidential Information**, as described herein, disclosed by **GST's** affiliates and/or subsidiaries to **RECEIPIENT** shall be governed by this Agreement.

双方都同意本协议所提的机密资料是由 **GST** 的附属公司和/或子公司揭露给收受者的都属于本协议的管辖范围。

ARTICLE 5 MISCELLANEOUS PROVISIONS

第五条：其他条款

5.1 Nothing in this Agreement shall be construed to grant to **RECEIPIENT** any right or license under any patents, patent applications, trademarks, copyrights, mask works, trade secrets or know-how of **GST**, except for the limited purpose of carrying out the tasks described in Article 2.

5.1 本协议不可以解释为允许收受者有权或得到 **GST** 任何专利，专利应用，商标，著作权，掩膜板，商业机密或是专门技能。除非是为了执行第二条款的任务所需的局限目的才行。

- 5.2** This Agreement does not create any relationship.
5.2 本协议并未产生任何的关系。
- 5.3** If any provision of this Agreement, or the application of such provision, is invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.
5.3 如果任何本协议的條款或者条款的适用在适用的法律下失去效用或不能强制执行，则其余的条款仍属有效并得强制执行。
- 5.4** Any disputes relating to this Agreement and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be resolved in an arbitration conducted pursuant to the rules of the American Chamber of Commerce. Any arbitration hearing shall be held in Hong Kong. This Agreement shall be governed by English version. The law of California shall apply to this Agreement.
5.4 有关本协议的有效性，解释或是条款/条件的实施，或者双方的权利和义务，是由中华人民共和国法律管辖。任何争议的解决将由上海地方法院以及/或收受者居所地的法院执行。本協議以英文爲主。

ARTICLE 6 TERM

第六条：期限

The obligations of **RECEIPIENT** under Articles 2, 3 and 4 shall continue for a period of ten (10) years from the effective date of disclosure of the **Confidential Information**. The remainder of the terms of this Agreement shall survive in perpetuity.

收受者在第二，三，和四条款规定不得泄密的义务从协议生效日起十年。其余条款永久有效。

IN WITNESS WHEREOF, GST and **RECEIPIENT** hereby execute this Agreement.

双方见证下，GST 和收受者 均同意执行本协议。

Golden Silicon Technology

RECEIPIENT

收受者



By:
签名:

By: _____

签名:

公司名:

Name: Augustine W. Chang

Name:

姓名:

姓名:

Title: President

ID #:

职位:

Date:

日期: 1/10/2007

日期:

Address:

地址:

Telephone/Cell phone/Email:

电话/手机/电子邮件: