

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is made and entered into as of (the "Effective Date") by and between:

Party A (Disclosing Party): Institute of Electronic Design Automation, Peking University, Wuxi, an institution duly organized and existing under the laws of the People's Republic of China with its principal place of business at 5th and 6th Floor, Tower A, Swan Constellation, Wuxi National Software Park, No. 111 Linghu Avenue, Xinwu District, Wuxi, Jiangsu Province, China ("**Party A**" or "**Disclosing Party**").

Party B (Recipient): [Recipient's Full Name], an entity duly organized and existing under the laws of [Country of Incorporation] with its principal place of business at [Recipient's Registered Address] ("**Party B**" or "**Recipient**").

Party A and Party B may be hereinafter referred to individually as a "Party," and collectively as the "Parties."

1. PURPOSE

The Parties intend to engage in discussions for the purpose of [disseminating the PKP runset] (the "**Purpose**"). In connection therewith, Party A may disclose to Party B its Confidential Information (as defined below).

2. CONFIDENTIAL INFORMATION

2.1. "**Confidential Information**" as used in this Agreement shall mean any and all information, material or data, whether written or oral, or in any other form, electronic or otherwise, furnished or disclosed by the Disclosing Party to the Recipient prior to the date hereof or otherwise in connection with the Purpose, including but not limited to technical information (e.g., design schemes, software code, algorithms, technical specifications, process flows, test data), business information (e.g., business plans, customer lists, financial data), and the fact that discussions are taking place, the existence and content of this Agreement. All notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by the Recipient or its Representatives (as defined below) which contain, reflect or are based upon, in whole or in part, the information furnished to the Recipient pursuant hereto shall also constitute Confidential Information.

2.2. Notwithstanding the provisions of Section 2.1 above, Confidential Information shall not include any information that, and the Recipient shall bear the burden of proving that such information:

(a) is or becomes available to the public other than as a result of a disclosure by the Recipient or its Representatives in violation of this Agreement or other obligation of confidentiality;

(b) was lawfully within the possession of the Recipient prior to it being furnished to the Recipient by the Disclosing Party, and such information was not subject to an obligation of confidentiality;

(c) the Recipient can demonstrate by written records was or is independently developed by the Recipient without use of any Confidential Information; or

(d) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that the source is not bound by a confidentiality obligation with respect to the information.

3.CONFIDENTIALITY OBLIGATIONS AND USE RESTRICTIONS

3.1. The Recipient agrees to maintain the strict confidentiality of the Disclosing Party's Confidential Information and shall use the Confidential Information solely for the Purpose. Confidential Information shall not be disclosed to any person or entity other than to the Recipient's directors, officers, employees, affiliates, or advisors who have a need to know for the Purpose and who are bound by written confidentiality obligations no less restrictive than those contained herein (collectively, the "Representatives").

3.2. The Recipient shall take commercially reasonable measures, which shall be no less rigorous than those taken to protect its own confidential information of similar importance and nature, to protect the Disclosing Party's Confidential Information.

3.3. The Recipient shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or technology of the Confidential Information or any part thereof.

3.4. All Confidential Information shall be disclosed on an "As-Is" basis and the Disclosing Party makes no representation or warranty, either express or implied, with respect to the completeness, accuracy, merchantability, or fitness for a particular purpose of any Confidential Information disclosed.

4. INTELLECTUAL PROPERTY RIGHTS

Neither the execution of this Agreement nor the furnishing of any Confidential Information by the Disclosing Party shall be construed as granting the Recipient any license, either express or implied, to any intellectual property rights (including but not limited to patents, trademarks, copyrights, trade secrets) of the Disclosing Party. All Confidential Information and all intellectual property rights contained therein are and shall remain the sole property of the Disclosing Party or its licensors.

5. TERM AND TERMINATION

5.1. The term of this Agreement shall commence on the Effective Date and continue for [ten (10)] years. The confidentiality obligations of the Parties under the Agreement shall survive the termination or expiration of this Agreement for a period of [five (5)] years

thereafter. For Confidential Information that constitutes a trade secret, the confidentiality obligations shall remain in effect for so long as the information remains a trade secret under applicable law.

5.2. Upon the expiration or termination of this Agreement, or at any time upon the Disclosing Party's request, the Recipient shall promptly (and in any event within [ten (10)] days of receipt of such request) return to the Disclosing Party or, at the Disclosing Party's instruction, destroy any and all Confidential Information (including all copies, summaries, and derivatives) in its possession or control. The Recipient shall provide the Disclosing Party with a written certificate signed by its authorized representative certifying full compliance with this section.

6. REMEDIES

The Recipient acknowledges and agrees that the Disclosing Party's Confidential Information is of a unique value and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm to the Disclosing Party, which may not be adequately compensated by monetary damages. Accordingly, in case of any breach by the Recipient or its Representatives of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief and all other remedies available at law or in equity. If the Disclosing Party enforces its rights hereunder through arbitration or litigation and prevails in substance, the Recipient shall reimburse the Disclosing Party for all reasonable costs and expenses incurred, including reasonable attorneys' fees.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1. This Agreement shall be governed by, and construed in accordance with, the laws of the People's Republic of China, without recourse to its conflicts of laws principles.

7.2. Any disputes, controversies or claims between the Parties arising out of or in connection with this Agreement shall first be settled through friendly negotiations. If negotiations fail, either Party shall have the right to submit the dispute to the [Wuxi Arbitration Commission] for arbitration in [Wuxi] in accordance with its rules of arbitration in effect at the time. The arbitral award shall be final and binding upon both Parties.

Party A (Disclosing Party): Institute of Electronic Design Automation, Peking University,
Wuxi

Seal/Signature: _____

Name: _____

Title: _____

Party B (Recipient): [Recipient's Full Name]

Seal/Signature: _____

Name: _____

Title: _____