

Non-Disclosure Agreement

() Macpower Contract No. _____

The undersigned parties are, or are about to be, engaged in discussions regarding one or more potential business transactions between them or their affiliated companies. It is anticipated that the parties may provide to each other proprietary or confidential information, materials or data, including without limitation the fact and nature of their discussions and of the potential transactions (the 'Confidential Information'), and the parties desire to protect such Confidential Information from unauthorized use or disclosure.

Accordingly, the parties hereby agree as follows:

1. Confidential Information may include, among other things: technical information and materials such as software codes, structures, and techniques; support or programmer operating and reference manuals; bug lists; new product studies or plans; business, financial or personnel data; contract terms or offers; and customer prospect information. The Confidential Information of a party may also include information entrusted to it by a third party under an obligation of confidence. Each party will exert reasonable efforts to identify to the other, orally or in writing, specific information which such party considers confidential, and to do so within 30 days following the first provision of such information to the other party hereunder, but the failure do so shall not relieve the receiving party of its obligation to protect the same where the circumstances of the disclosure and the nature of the information otherwise gave the receiving party reason to know of the confidential nature of such information.
2. From and at all times after the date of its receipt of any Confidential Information, including without limitation any such proprietary information that may have been provided prior to the date hereof in the course of the parties' discussions regarding the potential transactions.
 - a) Each party shall restrict (and affirms that it has restricted) its use of the other's Confidential Information strictly to the support of its evaluation of the potential transactions under discussion, and shall use (and affirms that it has used) reasonable care to prevent the disclosure thereof, which shall involve at least the same level of effort to avoid disclosure as it employs to prevent disclosure of comparable proprietary information or materials of its own; and
 - b) Neither party shall analyze or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover any source codes of any unpublished program samples or prototypes delivered to it by the other party nor shall either party provide any of such samples or prototypes or to any third party without the prior written consent of the other party in each instance.
3. Each party will be entitled to make restricted disclosures of some or all the other's Confidential Information to such party's affiliated and subsidiary companies, employees, attorneys, accountants and advisors, provided that such disclosures shall be limited in scope on a need-to-know basis in connection with the evaluation of the transactions under discussion, and that the recipients shall be informed of the confidentiality of such information and bound to protect it as provided herein.

4. Unless extended by mutual written agreement, the term for the provision of Confidential Information between parties hereunder shall expire one year following the date this Agreement has been signed by both parties. At the same time, or upon the earlier conclusion of the discussions regarding such potential business transactions, or at any time upon demand by the disclosing party, all tangible items bearing or disclosing any of the Confidential Information, including without limitation, copies in any form (whether stored electronically, magnetically, on paper, or otherwise), photographs, memoranda, duplicates or notes taken by or provided to the receiving party, shall be returned or otherwise delivered to the disclosing party. Each party's obligations hereunder to protect and preserve the Confidential Information of the other shall survive any termination of such discussions and any expiration or termination of this Agreement.
5. Except for the Agreement stated in section 2(b), the restrictions on use and disclosure set forth herein shall not apply to Confidential Information that meets any one or more of the following categories or circumstances:
 - a) Information that is at the time of receipt by the receiving party already known to the receiving party or that is subsequently independently developed by the receiving party without use of the disclosing party's Confidential Information;
 - b) Information that is, or later becomes, generally available to the public other than as a result of a disclosure by the receiving party;
 - c) Information acquired by the receiving on a non-confidential basis from a source other than the disclosing party or its affiliates, provided such source is entitled to make the disclosure to the receiving party;
 - d) Information that was first disclosed hereunder to the receiving party more than five (5) years prior to the time at which the receiving party seeks to be free of the restrictions on use and disclosure set forth herein with respect to such information;

provided, however, that the foregoing categories or circumstances (other than the passage of time described in clause (d)) will not be applicable for purposes of this Agreement unless and until the receiving party has, in each instance, given the disclosing party at least thirty days' prior written notice of the receiving party's belief that such category or circumstance should be applicable, together with a designation of the specific Confidential Information involved and reasonably detailed statement of the receiving party's grounds for such belief.

6. Confidential Information that is required to be disclosed by order, subpoena, statute or regulation in a situation affording the receiving party no meaningful alternative may be disclosed to the extent so required provided that the receiving party shall use its best efforts to give the disclosing party prior notice of any such disclosure so as to afford the disclosing party a reasonable opportunity to seek, at the expense of the disclosing party, such protective orders or other relief as may be available in the circumstances.
7. No agreements or licenses not explicitly stated herein are to be implied from this Agreement. It is specifically agreed that, unless otherwise agreed in writing, neither party has any obligation or right to complete any transactions under discussion between the parties, nor to continue to pursue any discussions relating thereto.
8. This Agreement shall bind and benefit the parties and their successors, personal representatives, and assigns. Neither party shall hereby be deemed to have waived any other rights or remedies it may



have in law or equity, nor to have waived any of its rights under this Agreement unless, and only to the extent, it does so by specific written waiver signed by an officer. Each party acknowledges that any breach of this Agreement may cause irreparable harm to the other party, and agrees that the remedies for breach may include injunctive relief against such breach, in addition to damages and other available remedies. The prevailing party shall be entitled to the award of its reasonable attorneys' fees in any action to enforce this Agreement.

- 9. Any notices hereunder shall be in writing and delivered in person, by facsimile that produces a conformation of receipt, or by certified mail, to the parties at the respective addresses stated on the signature page hereof, or such substituted address as a party may by notice have given to the other.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of China, without regard to any conflicts of law principles to the contrary. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforces to the fullest extent allowed by law in that or other contexts, and the validity and force of the remainder of their Agreement shall not be affected thereby.

Therefore, the parties have signed this Agreement or caused it to be signed by their duly authorized officers:

Company: _____

Macpower & Tytech Technology Co., Ltd.

Address: _____

Address: 8F, No. 52, MinQuen Road,

Hsin Tien, Taipei, Taiwan R.O.C.

Name: _____

Name: _____

Signature: _____

Signature: _____

Position: _____

Position: _____

Date: _____

Date: _____