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BILATERAL NON-DISCLOSURE AGREEMENT

This BILATERAL NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made as of [Please insert the effective date.] (“**Effective Date**”) by and between [Please insert the name of your company.], a company incorporated under the law of [Taiwan], with its principal place of business located at [Please insert the address of your company.] (“**Company**”) and [Please insert the name of your partner], a company incorporated under the law of [Taiwan], with its principal place of business located at [Please insert the address of your partner.] (“**Partner**”) (each a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, Company and Partner desire to receive, evaluate and use certain confidential information from each other for the purpose of (a) evaluating the possibility of forming a collaborative relationship or other commercial arrangement between Parties, and (b) enabling any such collaborative relationship or other commercial arrangement between the Parties if and when such relationship becomes subject to a binding agreement between the Parties (“**Purpose**”).

NOW THEREFORE, the Parties, in consideration of the promises and mutual covenants contained herein, hereby agree as follows:

1. Nondisclosure Obligations.

1.1 “**Confidential Information**” means all non-public information, whether oral or written, tangible or intangible, that a Party (“**Disclosing Party**”) designates as confidential to the receiving party (“**Receiving Party**”) or that by its nature or the circumstances surrounding its disclosure ought to be treated as confidential by Receiving Party. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than a reasonable degree of care, to keep Disclosing Party’s Confidential Information confidential.

1.2 Receiving Party may only use Confidential Information of Disclosing Party for the Purpose and may only disclose it to its employees, officers,

counsels and contractors on a “need-to-know” basis; provided that, Receiving Party shall remain responsible for any such third party’s compliance with the terms of this Agreement.

1.3 Receiving Party shall not decompile, disassemble, or reverse engineer any Confidential Information of Disclosing Party, or attempt to access the source code of any object code version of software included therein, except as otherwise permitted by applicable laws.

1.4 If Receiving Party becomes aware of any unauthorized use or disclosure of Disclosing Party’s Confidential Information, Receiving Party shall promptly notify the Disclosing Party.

1.5 At Disclosing Party’s option and upon its written request, Receiving Party shall promptly return or destroy (and provide written confirmation of such destruction), any Confidential Information and any copies thereof.

2. Exceptions.

2.1 Receiving Party has no obligations with respect to any Confidential Information that: (a) is lawfully known to Receiving Party without an obligation of confidentiality; (b) is available to the public through no fault of Receiving Party; (c) is independently developed by Receiving Party without access to any Confidential Information provided by Disclosing Party. Receiving Party bears the burden of proof with respect to establishing that Confidential Information of Disclosing Party falls within one of these exceptions.

2.2 Receiving Party shall provide Disclosing Party prompt prior written notice if it is required to disclose any Confidential Information of Disclosing Party in response to a valid order from a court or a competent authority. Receiving Party shall seek an appropriate protection order to ensure such disclosure is under confidentiality terms that are no less protective than the terms of this Agreement.

3. Ownership.

Receiving Party acknowledges and agrees that, as between the Parties, the ownership of any Confidential Information and the rights and interests thereto shall at all times remain with Disclosing Party. Nothing in this Agreement is intended to grant Receiving Party any license of any right of Disclosing Party.

4. Disclaimers.

All Confidential Information is provided “as-is” without warranties and representations of any kind, whether express or implied, including but not limited to, the implied terms, merchantability, fitness for a particular purpose and non-infringement. Receiving Party agrees that the entire risk arising out of the use of the Confidential Information remains with Receiving Party.

5. Remedies.

In the event of a breach of any provision of this Agreement, Disclosing Party shall be entitled to recover any damages from Receiving Party in accordance with applicable laws. Disclosing Party shall be entitled to seek injunctive and other equitable relief to prevent a breach, continued breach or threatened breach of this Agreement.

6. Term.

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect for a period of [three (3)] years thereafter. Either Party may terminate this Agreement earlier by giving the other Party [thirty (30) days] prior written notice. The obligations set forth in this Agreement shall expire [two (2)] years after the termination or expiration of this Agreement.

7. Dispute Resolution.

This Agreement shall be governed by Taiwan laws without regard to the conflict of laws provisions thereof. Any dispute arising out of or in connection with this Agreement shall be settled in good faith. In the event that a mutually acceptable settlement of such dispute cannot be reached, the Parties agree that [the Taiwan Taipei District Court] shall be the court of jurisdiction for the first instance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Company

By (Signature):

Name (Print):



Title:
Address:

Partner

By (Signature):
Name (Print):
Title:
Address: