

NON-DISCLOSURE AGREEMENT

BY CLICKING "I ACCEPT" AT THE END OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, YOU HAVE THE ACTUAL AUTHORITY TO BIND YOUR COMPANY AND THAT YOU AND YOUR COMPANY AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

THIS Non-Disclosure Agreement (the "Agreement") is entered into on the date as of the registration ("Effective Date") by and between

Samsung Electronics Co., Ltd., a company existing under the laws of the Republic of Korea, with its place of business at 416 Maetan-3-Dong, Yeongtong-Gu, Suwon City, Gyeonggi-Do, Korea ("Samsung"), on the one part; and

[**COMPANY**], a company existing under the laws of the state/province of the above registration for the company during registration with its registered office above in the registration form ("Company"), on the other part.

WHEREAS, the parties desire to evaluate the feasibility of the parties' cooperation regarding KNOX Partnership (the "Purpose").

WHEREAS, each party is willing to disclose to the other certain aspects of its Confidential Information (as defined hereinafter) relevant to and solely for the Purpose, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Confidential Information.** "Confidential Information" includes all business, financial, contractual, marketing and/or technical information, in whatever form embodied, which has been or may be disclosed, or to which access is provided, by a party ("Discloser") to the other party to this Agreement ("Recipient"), which (a) if in writing, is marked "confidential", "proprietary" or other similar marking at the time of disclosure, or (b) if provided orally or visually, is identified as confidential at the time of disclosure and confirmed in writing to Recipient within 15 days of such disclosure.

Recipient may disclose Discloser's Confidential Information to Recipient's affiliates on the condition that Recipient shall restrict access to Discloser's Confidential Information to those of Recipient's affiliates' officers, directors and employees who have a legitimate need-to-know to carry out the Purpose and who are obligated to protect such Confidential Information pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement and Recipient shall be liable for any failure of its affiliates to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

For the purposes of this Agreement, "affiliate" means an entity that, as of Effective Date, directly or indirectly, controls or is under common control with a party to this Agreement, but only for so long as such control exists, and where "control" shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

2. **Nondisclosure and Nonuse Obligations.** Each of the parties, as Recipient, hereby promises and agrees to receive and hold Confidential Information in confidence, and to protect and safeguard Confidential Information against unauthorized use or disclosure using at least the same degree of care as Recipient accords to its own confidential information of like importance, but in no case less than reasonable care. Without limiting the generality of the foregoing, each party, as Recipient, further promises and agrees:
 - (a) not to, directly or indirectly, in any way, disclose, make accessible, reveal, report, publish, disseminate or transfer any Confidential Information to any third party;
 - (b) not to use any Confidential Information in any manner whatsoever, except in furtherance of the Purpose in accordance with this Agreement; and
 - (c) to restrict access to Confidential Information to those of its officers, directors and employees who have a legitimate need-to-know to carry out the Purpose and who are obligated to protect such Confidential Information pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement; and
 - (d) not to reproduce or copy Confidential Information except to the extent necessary to further the Purpose.

Furthermore, the existence of any business negotiations, discussions or agreements in progress between the parties shall be kept confidential and shall not be disclosed without written approval of all the parties. For the purposes of this Agreement, Company shall not disclose Confidential Information to any other division, department, group, or unit other than Samsung KNOX Business and Technology Division.

3. **Exclusions from Obligations.** Confidential Information does not include, and the obligations under Section 2 shall not apply to, information that such Recipient can evidence: (a) is, or later becomes, publicly available through no act or default of Recipient; (b) is rightfully in its possession prior to disclosure to Recipient by Discloser; (c) is received in good faith by Recipient from a third party, free of any obligation of confidentiality; (d) was communicated by such Discloser to an unaffiliated third party on an unrestricted basis; or (e) is independently developed without use of Discloser's Confidential Information.

A disclosure by Recipient of Confidential Information of another party in response to a valid order by a court or governmental body or as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, such Recipient shall provide prompt prior written notice thereof to Discloser and permit such Discloser to seek measures to maintain the confidentiality of its Confidential Information.

4. **Ownership and Return of Confidential Information.** Confidential Information disclosed by Discloser shall remain the property of such Discloser, and no license or other rights to such Discloser's Confidential Information is granted or implied hereby. Recipient shall reproduce the symbols, legends or other proprietary notices affixed to Confidential Information, and shall not, nor permit any third party to, remove, add or modify the same.

Recipient shall, upon termination of this Agreement, or upon written request of Discloser, whichever is earlier, immediately, but not later than 10 days after any notice thereof by Discloser, return (or destroy at Discloser's option) all copies of such Discloser's Confidential Information and certify in writing its compliance with this requirement, except that Recipient may retain a copy of such Confidential Information solely for archival purpose.

5. **No Reverse Engineering.** No party, as Recipient, will decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatever, except as may be specifically authorized in advance by Discloser in writing.
6. **No Warranty.** Confidential Information is provided "AS IS" and "AS AVAILABLE" without any warranty, express, implied or otherwise, regarding such Confidential Information. Nothing herein shall be construed as a commitment by any party to disclose any Confidential Information, to commence or continue negotiations or to enter into any contract or business relationship. Neither this Agreement, nor the disclosure or receipt of Confidential Information, shall constitute or imply any promise or intention by any of the parties or their affiliates to develop, make, purchase or sell any present or future products or services. Any commitment to do or promise any of the foregoing must be in a separate writing signed by an authorized representative of each party. If any such agreement contains warranty provisions, those provisions shall prevail over the corresponding provisions in this Agreement. Each party shall bear its own fees, costs and expenses incurred in carrying out, or otherwise in relation to, this Agreement.
7. **Independent Development.** This Agreement shall not preclude or limit the independent development by or on behalf of any party of any products or systems involving technology or information of a similar nature to that disclosed hereunder or which compete with products or systems contemplated by such information, provided that it is done without use of or reliance upon the other party's Confidential Information.
8. **Term and Termination.** This Agreement shall be effective from the Effective Date until 24 months thereafter. Either party may terminate this Agreement for any or no reason upon 10 days written notice to the other party. However, any termination of this Agreement shall not relieve Recipient of its confidentiality and use obligations with respect to Confidential Information disclosed prior to the date of such termination. Except for the right to use Confidential Information for the Purpose, which right terminates when this Agreement terminates, Recipient's duty to protect Discloser's Confidential Information expires 5 years from the date on which that Confidential Information was disclosed to Recipient. Sections 4, 5, 7, 8, 10, 11, 12, 13, 14, 15 and 16 shall survive any termination of this Agreement.
9. **Contacts.** All notices, documentation and communications shall be in English and sent by personal delivery, pre-paid registered mail, overnight courier or facsimile transmission, to the relevant address set out below and shall be deemed to have been given on the date of receipt.

As record of this registration in the registration system.

Confidential

10. **Export.** Each party shall comply with all applicable US and other export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.
11. **Remedies.** Each party acknowledges that any disclosure, use or misappropriation of Confidential Information of another party in violation of this Agreement would cause such party irreparable harm for which there may be no adequate remedy at law. Accordingly, each party agrees that such other party shall have the right to apply to any court of competent jurisdiction for injunctive relief and specific performance, without prejudice to any remedies available to it at law or in equity.
12. **Assignment.** No party shall be entitled to assign, transfer or convey this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any attempt to do so without such consent shall be void.
13. **No Waiver.** No claim, right or remedy of a party under this Agreement shall be deemed to be waived in whole or in part unless such waiver is in writing and signed. No relaxation, forbearance, delay or indulgence by a party in enforcing any of the provisions of this Agreement shall prejudice, affect or restrict the rights of that party under this Agreement, nor shall any waiver by a party of a violation of this Agreement operate as a waiver of any subsequent or continuing violation.
14. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
15. **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea (excluding conflict of laws provisions which may direct the application of another jurisdiction's laws). All disputes, controversies or claims between the parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce; provided, however, that each party may enforce its or its affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.
16. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to this Agreement. The English language text of this Agreement shall prevail over any translations thereof. If a contract is entered into by the parties in respect of the Purpose, this Agreement shall be deemed incorporated into such contract in addition to any confidentiality obligations set forth in such contract, if any, and the term of this Agreement is deemed to be extended (but not shorted) to be the same as that of the contract.
17. **Electronic Signature.** The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic mail communications in pdf format, and pdf copies of executed signature pages shall be binding as originals. Each party to this Agreement agrees to use electronic signatures; and be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96).

Per registration above from the person legally responsible to sign on behalf of their company accepts the contract above and is bound by and warrants the acceptance of the terms of this contract.