



## MUTUAL NONDISCLOSURE AGREEMENT

Agreement dated as of June 15, 2016 (the "Effective Date"), by and between Analog Devices, Inc., a Massachusetts corporation (including its subsidiaries, "ADI"), with offices at One Technology Way, Norwood, MA 02062, U.S.A., and Eastech Electronics (HK) Limited a company organized and existing under the laws of the Hong Kong Special Administrative Region of the People's Republic of China and having its registered office at Unit 1703-4, 17/F Hewlett Centre, 54 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong ("Participant").

1. **Background.** The parties intend to engage in discussions and negotiations concerning a possible business relationship or transaction and each party may disclose or deliver to the other party and to the other party's directors, officers, employees, agents or advisors (collectively, "Representatives") certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of the business relationship or transaction and to perform its obligations under any agreement related thereto that may be entered into by the parties (the "Purpose"). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information. The party disclosing Proprietary Information is referred to as the "Disclosing Party" and the party receiving such Proprietary Information is referred to as the "Recipient."

2. **Proprietary Information.** The term "Proprietary Information" shall mean information of the Disclosing Party, including, but not limited to, trade secrets, know-how, proprietary, technical, developmental, operating, financial, performance, cost, process, client and prospect information, and all samples, models, evaluation boards, reports, tables, data and prototypes containing or disclosing such information, that is (a) marked or accompanied by documents clearly and conspicuously designating the information as "confidential" or the equivalent, or (b) identified by the Disclosing Party in writing as confidential before, during or promptly after the disclosure. In addition, the term "Proprietary Information" shall be deemed to include any notes, analyses, compilations, interpretations, memoranda or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information of the Disclosing Party.

3. **Use and Disclosure of Proprietary Information.** The Recipient and its Representatives shall hold in confidence, and shall not disclose, any Proprietary Information of the Disclosing Party; provided, however, that (i) the Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent, and (ii) any of the Proprietary Information may be disclosed by the Recipient to its Representatives who need to know such information in connection with the Purpose and who are informed of the confidential nature of such information and of the terms of this Agreement and who agree to keep such information confidential. The Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole

expense, to take reasonable measures to restrain its Representatives from unauthorized disclosure or use of the Proprietary Information. The Recipient shall use the Proprietary Information only for the Purpose and the Proprietary Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Neither Party shall disassemble, dismantle, redesign or reverse engineer any Proprietary Information of the other Party. Notwithstanding anything to the contrary set forth herein, any intellectual property or improvements developed by a Party as a result of a breach of the preceding sentence shall be owned by the other Party, and the breaching Party agrees to execute such documentation to assign and/or evidence such ownership as is reasonably required by the other Party from time to time.

4. **Limitation on Obligations.** The obligations specified in Section 3 above shall not apply with respect to any Proprietary Information to the extent that it: (a) is or becomes generally known to the public through no wrongful act on the part of the Recipient; (b) is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation to the Disclosing Party; (c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information; (d) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or (e) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. **Ownership of Proprietary Information.** The Disclosing Party is and shall remain the exclusive owner of its Proprietary Information and all patent, copyright, trade secret, trademark, domain name and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. **Return of Proprietary Information.** The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party all Proprietary Information received by the Recipient hereunder (and all copies and reproductions thereof). In addition, upon any such request, the Recipient shall destroy all Proprietary Information prepared by the Recipient or its Representatives (and all copies thereof). Notwithstanding the return or destruction of the Proprietary Information, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

7. **No Representation or Warranty.** Each party warrants that it has the right to make the disclosures contemplated by this Agreement **NO OTHER WARRANTIES ARE MADE**

**BY EITHER PARTY UNDER THIS AGREEMENT.** Each party acknowledges and agrees that all Proprietary Information is provided without any representation or warranty, express or implied, as to the accuracy or completeness thereof. Only those representations and warranties which are made in a definitive agreement entered into by the parties, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of cost for any efforts expended with respect to the proposed business relationship or transaction. No contract or agreement providing for any transaction of the type contemplated by the parties shall be deemed to exist between the parties unless and until a definitive agreement has been executed.


Proprietary Information or any other information disclosed hereunder outside of the United States or to any foreign national or representative of any foreign government (whether or not outside the United States or to an employee of the Recipient) in a manner that is not in compliance with the export laws and regulations of the United States. The foregoing obligations shall survive any termination or expiration of this Agreement. (d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief. (e) The Recipient's obligations under Section 3 with respect to Proprietary Information shall expire three (3) years from the date of disclosure of such Proprietary Information. This Agreement shall terminate on the third anniversary of the last disclosure of Proprietary Information hereunder. Notwithstanding the foregoing, the confidentiality and use restrictions with respect to Proprietary Information related to ADI's semiconductor fabrication process shall survive until one of the exclusions in Section 4 applies. (f) This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and when taken together shall constitute one binding agreement.

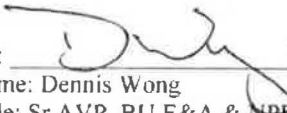
8. **Miscellaneous.** (a) This Agreement (i) will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) supersedes all prior agreements, written or oral, between the parties relating to the subject matter hereof, and (iii) may not be modified or discharged, in whole or in part, except by an agreement in writing signed by both parties. (b) This Agreement shall be construed and interpreted in accordance with the internal laws of The Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law thereof. (c) The Recipient shall not export or disclose any

EXECUTED as a sealed instrument as of the day and year first set forth above.

ANALOG DEVICES, INC.

Eastech Electronics (HK) Limited

By:   
Name: CP CHAN  
Title: SALES DIRECTOR

By:   
Name: Dennis Wong  
Title: Sr AVP, BU E&A & NPD

Updated 4/15

