

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as "Agreement") is made and entered into effect as of this September 1, 2014 (hereinafter referred to as "Effective Date") by and between **Espressif Incorporated**, including its Affiliates ("Affiliates"), a corporation organized under the laws of B.V.I, having its principal business address at Room A201, 456 Bibo Road, Zhangjiang Hi-tech Park, Pudong New Area, Shanghai, China (201203) (hereinafter referred to as "Espressif") and _____, including its Affiliates, a corporation organized under the laws of _____, having its principal business address at _____, (hereinafter referred to as "Company"). Hereinafter either or both may be referred to as "Party", "Discloser", "Recipient" or "Parties" as appropriate.

RECITALS

WHEREAS, the Parties of this Agreement may disclose to each other certain confidential information under the limited Purpose set forth in this Agreement;

WHEREAS, Espressif and/or Company desires to keep and protect such information in strict confidentiality in accordance with the terms and conditions herein and only use such information for the limited Purpose as defined below;

NOW THEREFORE, in consideration of the mutual premises, agreements and obligations of the Parties set forth herein, the Parties hereby agree as follows:

1. Discloser and Purpose

- 1) The Discloser hereunder shall be Espressif or the Company.
- 2) The Recipient hereunder shall be Espressif or the Company.
- 3) The Confidential Information to be disclosed is related to the following subjects:
 - a) Espressif's 802.11b/g/n system specifications, and
 - b) Espressif's 802.11b/g/n reference designs, schematics, software drivers, and related information.
 - c) Company's product system definitions, architectures, designs and related information and any commercial information.
- 4) Recipient shall only use the Confidential Information for the following purpose:
 - a) To evaluate and comment upon certain Confidential Information so as to enable the Parties to evaluate a potential business relationship or strategic transaction between Recipient and Discloser ("Purpose"), and
 - b) To evaluate and comment upon certain Confidential Information so as to produce a reference design of a larger system that incorporates components from both Discloser and Recipient.

2. Definition

"Confidential Information" shall mean information that is disclosed or is to be disclosed by Discloser to Recipient pursuant to this Agreement, including but not limited to semiconductor designs, semiconductor technology, processes, data, computer programs, software and documentation, know-how, developments, algorithms, other types of designs, techniques, strategies, new products marketing plans, forecasts, unpublished financial statements, projections, licenses, prices, customer and supplier lists, employee rosters, and any other information of a similar nature not available to public. Confidential Information may be conveyed by Discloser to Recipient in writing, oral, visual, electronic or by any other means. Confidential Information shall be provided to Recipient either (a) in marked as being confidential at the time of disclosure; or (b) if unmarked, is designated as being confidential at the time of disclosure and is confirmed as such in writing by Discloser within thirty (30) days of the disclosure. Confidential Information also includes any information which Discloser obtains from a third party and which Discloser treats as proprietary and designates as Confidential Information, whether or not owned or developed by the Discloser.

"Affiliates" of a Party shall mean any entity that controls, is controlled by, or is under common control with such Party. All references in this Agreement to Discloser and Recipient are deemed to include not only the Parties themselves, but also their respective Affiliates.

3. Exception

Confidential Information shall not include information which:

- 1) is already known to Recipient at the time of its receipt from Discloser as reasonably evidenced by its written records; or
- 2) is or becomes publicly available without breach of this Agreement by Recipient; or
- 3) is made available to a third party by Discloser without restriction on disclosure; or
- 4) is rightfully received by Recipient from a third party without restriction and without breach of this Agreement; or
- 5) is independently developed by Recipient without having any access to Discloser's information as reasonably evidenced by its written records contemporaneous with such development.

4. Confidentiality

Each Party agrees that it will not, without the written consent of the other Party, disclose (i) the subject matter or terms of this Agreement or (ii) the nature or existence of discussions between the Parties. Recipient hereby acknowledges and agrees that the Confidential Information is a valuable, special and unique asset of Discloser. Accordingly, Recipient agrees that it:

- 1) shall keep the Confidential Information in strict confidence and without prior written consent of Discloser shall not disclose any part of the Confidential Information to any third party other than the Recipient's employees who have need to know to accomplish the purpose herein and who, in each case, have been informed of the confidential nature of the Confidential Information and have agreed in writing to be bound by an obligation of confidentiality as required by or no less strict than the terms

and conditions set forth in this Agreement. And Recipient agrees to be jointly and severally liable for any type of violation of this Agreement committed by its employees;

- 2) shall not use any part of the Confidential Information for its own or any third party's benefit for any purpose other than set forth in Article 1; or, in and when further business agreement is formed, shall not use the Confidential Information other than the furthering purpose and intent expressly stated in such written agreement;
- 3) shall use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance (but in no event less than reasonable care) to prevent unauthorized use, disclosure, publication or dissemination of the Confidential Information;
- 4) shall not copy, reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects comprising Confidential Information of Discloser without prior written authorization from Discloser; and
- 5) shall not use the Confidential Information to prepare any patent application or to provoke any interference with any patent application that has been or may be filed on behalf of Discloser, including any continuing and/or divisional patent application that has been or may be filed. The Confidential Information of Discloser shall not be used by Recipient to amend any claims in a pending patent application to expand such claims to read on, cover or denominate any invention, whether patentable or not, disclosed in the Confidential Information.

In case of any requirement to disclose the Confidential Information by the order of a governmental agency or legislative body or a court of competent jurisdiction, Recipient shall

- 1) give Discloser prompt notice of such request so that Discloser has an opportunity to defend, limit or protect such disclosure, and
- 2) under the premise of non-breaching the aforesaid order, take such steps as Discloser may reasonably request to resist the disclosure of the Confidential Information or to seal or otherwise protect from public disclosure the records of the proceedings or filing in which the disclosure is required, and
- 3) only to the extent required comply with such order or requirement to disclose the Confidential Information.

5. Return or Destroy

Upon the request by Discloser or the completion of the business transaction or relationship with respect to which any Confidential Information was disclosed to Recipient in each instance, Recipient shall return or destroy all copies, recording and tangible manifestations of the Confidential Information thereof, that is in the possession, custody or control of Recipient and promptly cease any further use of the Confidential Information, and shall provide Discloser with a written proof of deletion or destruction signed by its authorized representative. Notwithstanding the foregoing, in case of any GDS II File is provided, upon the finish or completion of the purpose of this Agreement, the Recipient shall immediately destroy or delete the record or copies of the GDS II Files, in whole or in part, that is in the possession, custody or control of Recipient.

6. Ownership

The title, interest and ownership of Confidential Information and any copies or abstracts made thereof shall remain the property of Discloser. Each Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly granted or imposed herein are granted or to be implied in this Agreement. In particular, no license of any intellectual property right is granted directly or indirectly by the disclosure of Confidential Information by one Party, and neither Party has an obligation under this Agreement to purchase or license any product or service or to disclose any information to the other Party, and the Parties do not intend that any agency, joint venture, partnership and/or other cooperation be created between them by this Agreement.

7. Warranty

Each Party understands and acknowledges that Confidential Information is provided "AS IS" under this Agreement without any representations and warranties, express or implied. Only those representations or warranties which are made in a final definitive agreement pertaining to the Purpose, when, as and if executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

8. Term

This Agreement shall become effective as of the Effective Date and shall terminate either three (3) years from the Effective Date or upon thirty (30) days prior written notice of either Party to the other at its discretion, with or without cause, to terminate this Agreement. The Recipient hereby further agrees and acknowledges that the non-disclosure and non-use obligations of Recipient under this Agreement shall survive after the expiry or termination of this Agreement for a period of three (3) years from the date of disclosure.

9. Export

The Parties agree that no technical information furnished hereunder nor any direct product thereof is intended to or will be, exported or re-exported directly or indirectly to any destination restricted or prohibited by export control regulations of Hong Kong or any other jurisdiction.

10. Remedy

Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement, which may result in substantial, continuing and irreparable injury to the Discloser, by Recipient or by its employees or any third party, and in addition to any other rights and remedies otherwise available to Discloser, Recipient agrees that the Discloser shall be entitled to any and all injunctive or other equitable relief in Discloser's favor by a court of appropriate jurisdiction. In the event of arbitration or litigation relating to this Agreement, if a decision of arbitration/court determines that this Agreement has been breached by Recipient, then Recipient will reimburse Discloser for the reasonable and actual costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such arbitration/litigation and Discloser shall be entitled to punitive damages as awarded by the court.

11. Dispute

This Agreement shall be governed by and interpreted under the laws of Hong Kong without reference to any principle of conflict of law, choice of rules or otherwise applicable. Any and all disputes, controversies

and conflicts between the Parties in connection with this Nondisclosure Agreement and the performance of the obligation set forth herein shall, so far as is possible, be settled amicably by good faith negotiations between the Parties within thirty (30) days after written notice of such dispute, controversy or conflict has been given by one Party to the other Party. In the event of the failure of such amicable settlement, any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall take place in Hong Kong. The decision of the arbitration proceedings shall be final and binding upon the Parties, and may be entered and enforced in any court of competent jurisdiction.

12. Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning the treatment of information to which this Agreement relates and supersedes all prior written and oral communications and agreements relating to the subject matter hereof. No failure or delay by the each Party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers being required to be in writing signed by each Party. No modification of this Agreement shall be binding on either Party unless embodied in writing and signed by both Parties. If any portion of the Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

12.2 No Assignment. This Agreement shall be binding upon Recipient and its successors, heirs, executors, administrators and assigns, and shall inure to the benefit of Discloser and its successors and assigns; provided, however, that neither this Agreement nor any of the rights or obligations provided herein, maybe assigned or transferred, in whole or in part, to any third parties without prior written consent of the other Party hereto, and provided that no such assignment shall be effective unless and until the assignee assumes in writing the obligations of its assignor hereunder.

12.3 Headings. The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

12.4 Counterparts. This Agreement may be signed in duplicate originals, or in separate counterparts, which shall be effective once the Parties signed a single original. The Agreement may be transmitted by facsimile, the facsimile copy with the signature of the authorized representatives of Parties shall be deemed to be original counterparts. Notwithstanding the foregoing, it is a requirement for either Party herein to send an original hardcopy of the Agreement with its original signature upon the request of the other Party after such facsimile of its original signature.

12.5 Representatives. By signature below, the undersigned representatives of Parties warrants and represents that he or she has full authority to execute this Agreement on the Party's behalf and to bind Party to the terms hereof.

13. Notice

Any notice to be given to Espressif under this Agreement must be in writing and sent to Espressif's address indicated below by using a reputable overnight delivery service providing a delivery receipt. Espressif may change its notice address by notice to Company. Notices shall be effective upon receipt.

Espressif Inc. Room A201, 456 Bibo Road, Zhangjiang Hi-tech Park, Pudong New Area, Shanghai, China (201203)

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

Espressif Incorporated

Company

By: _____

By: _____

Printed Name: Teo Swee Ann

Printed Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____