

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("this Agreement"), effective as of 2011/5/13 (the "Effective Date") is made between the following parties:

**Taiwan Semiconductor Manufacturing Co., Ltd.**, a company duly incorporated under the laws of the Republic of China, having its principal office located at No. 8, Li-Hsin Rd. 6, Hsin-Chu Science Park, Hsin-Chu, Taiwan 300-77, R.O.C. ("TSMC"), and

**National Applied Research Laboratories**, under the laws of the Republic of China, having its principal office located at 3F, No. 106, Ho-Ping E. Road, Sec. 2, Taipei 106, Taiwan ("NARL"), and

**Fu Jen Catholic University**, under the laws of the Republic of China, having its principal office located at No.510, Zhongzheng Rd., Xinzhuang Dist., New Taipei City 24205. Taiwan(R.O.C.), and its participating employees and students as identified on the signature pages (individually and collectively, "FJU").

The parties agree as follows:

1. Confidential Information. "Confidential Information" means information provided by a party to another party under this Agreement during the Term, including without limitation, technical, business, financial and marketing information, and descriptions of the existence or state of progress of that information. A party's Confidential Information includes, without limitation, any and all test chips, copies, notes, analyses, compilations, studies, interpretations, and summaries of the party's information (or a third party's information it is authorized to disclose) disclosed under this Agreement prepared by or for any other party.
2. Purpose and Handling of Confidential Information. A party receiving Confidential Information (the "Recipient") must not make use of that Confidential Information other than for the purpose of academic/research collaboration projects among the parties or other purpose(s) identified in writing by the party that initially disclosed that Confidential Information under this Agreement. Recipient shall keep the other parties' Confidential Information in strict confidence. Recipient shall only disclose the Confidential Information it receives under this Agreement to: (i) its employees and students, including its temporary workers provided by a staffing agency that are under Recipient's direct supervision and control, having: (a) a need to know that information to accomplish the permitted purpose(s), and (b) agreed in writing to protect that information under terms at least as restrictive as those in this Agreement, and (ii) any other party to this Agreement. TSMC may disclose Confidential Information it receives under this Agreement to its contracted manufacturing facilities under confidentiality terms on a need to know basis to accomplish the permitted purpose(s). For any Confidential Information that Recipient receives from one party that it discloses to another party under this Agreement, Recipient must: identify in writing the party originally disclosing that information under this Agreement, not remove, deface or change any notice of confidentiality or ownership from any originals or copies of that information, and ensure that information is identified as required under Section 3 to receive protection under this Agreement. Recipient shall protect the other parties' Confidential Information with at least the same degree of care Recipient uses to protect its own confidential information of like importance, but never less than a reasonable standard of care. Recipient shall be jointly and severally liable for any unauthorized use of the Confidential Information or any type of violations of this Agreement by its students and/or employees, including its temporary workers as describe above.

3. Confidential Information Identification and Exceptions. Confidential Information entitled to protection under this Agreement must be disclosed in a tangible format marked as “confidential” or with a similar legend, or if information is disclosed solely by oral or visual means, it must be identified as confidential at the time of disclosure. Confidential Information does not include any information that: (a) was already known through lawful means by Recipient without an obligation of confidentiality before Recipient received the information as evidenced by written records predating the disclosure; (b) is readily accessible to the public on or after the date of disclosure to Recipient other than through Recipient’s breach of this Agreement and without using the Confidential Information itself to locate the same in a public source (except that this exception applies only after the information becomes so readily accessible); (c) was rightfully received by Recipient without restriction on disclosure from a third party entitled to make such a disclosure (except that this exception applies only after Recipient receives the information from the third party); (d) was independently developed by Recipient without using any other parties’ Confidential Information as directly evidenced by Recipient’s written records created concomitantly with that development; or (e) is approved for release or disclosure by written authorization from the party originally disclosing that Confidential Information under this Agreement (the “Discloser”). Recipient may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other party’s Confidential Information in compliance with that order only if Recipient: (i) gives Discloser prior notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives Discloser notice of such disclosure promptly after complying with that order and (ii) fully cooperates with Discloser in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. Recipient must not release any more of the other parties’ Confidential Information than necessary to comply with that order.
4. Term. This Agreement begins on the Effective Date and continues until terminated by any party (this period is the “Term”). Any party may terminate this Agreement immediately, with or without cause, by giving all other parties written notice of termination. Sections 1, 2 (excluding the first sentence), and 3-14 survive any termination or expiration of this Agreement to govern the exchange of information between two or more of the parties that took place under this Agreement during the Term.
5. Warranties and Disclaimers. Each party represents and warrants that it has the full right, power, and authority to enter into and perform under this Agreement. ALL INFORMATION IS FURNISHED “AS IS”. EXCEPT AS SET FORTH IN THIS SECTION, EACH PARTY DISCLAIMS ANY AND ALL TYPE OF WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INFORMATION IT PROVIDES UNDER THIS AGREEMENT.
6. Return of Confidential Information. Discloser retains full ownership of the disclosed information. Upon termination or expiration of this Agreement or Discloser’s written request, Recipient shall immediately: (a) cease using all of Discloser’s Confidential Information, and (b) return the original and all copies of Discloser’s Confidential Information held or controlled by Recipient in tangible form to Discloser, or if stored electronically, shall destroy or erase all such Confidential Information so stored, unless it has been archived on electronic backup media. Recipient shall destroy or erase all of Discloser’s Confidential Information that Recipient has archived on electronic backup media upon Recipient’s access of that archived information. Upon Discloser’s request, Recipient shall certify to Discloser in writing that Recipient has fully complied with its obligations under this Section 6.

7. Further Processing. Unless otherwise agreed in writing by TSMC and Recipient, TSMC's Confidential Information includes any and all information related to TSMC's technical information, including, but not limited to, manufacturing process sequence and steps, semiconductor manufacturing recipes, semiconductor design rules, or electrical or electronic simulation parameters or models that is derived or results directly or indirectly from Recipient's use, processing or analysis of Confidential Information disclosed by TSMC, including without limitation, from Recipient's simulation or any other manner of analysis or processing of such information. Except as otherwise authorized by applicable law, Recipient must not modify, disassemble, decompile or reverse engineer in any manner Discloser's Confidential Information.
8. Retention of Rights. Except for Recipient's limited right to use Confidential Information as set forth in this Agreement, no license or rights, either express or implied, are granted under this Agreement, including without limitation, any intellectual property rights.
9. No Commitment. This Agreement does not obligate any party to enter into any further agreement or business transaction with any other party or any other entity.
10. Export Laws. Each party shall take all appropriate measures to comply with all applicable national export control laws, regulations, and rules.
11. Independent Development. Nothing in this Agreement prevents any party from independently pursuing or engaging others to pursue the same or similar business opportunities or technology development as long as such activities do not violate this Agreement.
12. Governing Law. The laws of the Republic of China, except for the law governing conflict of laws, govern this Agreement.
13. Injunctive Relief. Any breach of this Agreement could cause irreparable harm and significant injury that monetary damages may be inadequate to remedy. Accordingly, Recipient agrees that upon its breach, Discloser is entitled to injunctive or equitable relief in any court of competent jurisdiction in addition to all other rights and remedies available at law or in equity.
14. Miscellaneous. No party may assign or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, and any assignment or other transfer in violation of this provision is void. With respect to all information disclosed between two or more of the parties on or after the Effective Date, this Agreement constitutes the entire understanding and agreement between the parties as to its subject matter and merges and supersedes all previous agreements and communications with respect to the use, disclosure, and protection of Confidential Information. No addition to or modification of this Agreement is binding on either party, unless reduced to writing and signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the parties. If any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement continues in effect and will be construed in all respects as if such invalid or unenforceable part was omitted. A party does not create a continuing waiver or any expectation of non-enforcement or delay by providing an express waiver to any default or breach of this Agreement or failing to promptly exercise any right under this Agreement.

IN WITNESS WHEREOF, the parties have signed this document in the spaces provided below:

Taiwan Semiconductor Manufacturing  
Co., Ltd.

Fu Jen Catholic University

By: \_\_\_\_\_  
Name: C.C. Tsai  
Title: Senior Director

By: \_\_\_\_\_  
Name: Bernard Chien-Chiu Li  
Title: President

National Applied Research Laboratories

By: \_\_\_\_\_  
Name: Wen-Hwa Chen  
Title: President

Acknowledged and agreed:

National Chip Implementation Center

By: \_\_\_\_\_  
Name: Tzi-Dar Chiueh  
Title: Director General

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Department: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Identification Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Department: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Identification Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Department: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
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By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Department: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
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Address: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Department: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Identification Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_