**GTIIT CONFIDENTIALITY AGREEMENT**

Party A：Guangdong Technion-Israel Institute of Technology

Party B：

Given that both parties have provided or are about to provide the other party with relevant confidential information during the implementation of the cooperation project and the cooperation process, and the confidential information is legally and completely owned by the Disclosing Party, and this ownership extends to any tangible or intangible medium containing the confidential information, both parties agree to effectively protect the confidential information described in this agreement. By consensus, both parties agreed to sign the following agreement:

**1. Confidential Information**

The confidential information mentioned in this contract includes but is not limited to: technical solutions, engineering designs, circuit designs, manufacturing methods, formulas, technological processes, technical indicators, computer software, databases, source codes, integrated circuit design layout data, research and development records , technical reports, test reports, experimental data, technical or non-technical data, tricks/key, test results, drawings, samples, prototypes, models, molds, operation manuals, technical documents, programs, formulas, arrangements, systems, technical means, innovation, discoveries, investigations, intellectual property rights, inventions and creations, inventions (both patented and non-patented), trademarks, machinery and equipment, Coding, analysis, research, development, standards, existing or future products, trade secrets, various business plans, partnerships, business records, customer information, price data, project records, supply of goods, employee lists, business manuals, purchasing information, financial information, purchase channels, etc.

**2. Confidentiality Sources**

Any information of a commercial, marketing, technical, operational data or other nature obtained by the Receiving Party from the Disclosing Party (or its Affiliate Entity) in relation to or arising out of the Project, in whatever form or whether the disclosure is orally, graphically, or in writing that it is confidential.

**3. Confidentiality Obligations**

With respect to the Disclosing Party's Confidential Information, the Receiving Party hereby undertakes to:

3.1 Strictly keep secrets and take all confidentiality measures and systems to protect the secrets (including but not limited to the measures and systems adopted by the recipient to protect its own confidential information);

3.2 Not to disclose any confidential information to any third party without the permission of the Disclosing Party;

3.3 Except for the purpose of project cooperation, the secret shall not be used at any time without the permission of the Disclosing Party;

3.4 Do not copy or transfer the confidential information except to perform cooperation with the project, and under no circumstances use the confidential information through reverse engineering;

3.5 Without the permission of the Disclosing Party, one may not, under any circumstances, claim to be the rightful owner of the information to any third party or assert any relationship with the owner of the information. Both parties of this agreement (including agents) shall not disclose to any third party the content and terms of this agreement or the fact of exchange of confidential information between the two parties;

3.6 The Receiving Party shall ensure that its employees and relevant personnel hired for the purpose of cooperation abide by the confidentiality obligations stipulated in this agreement, and bear legal responsibility for the consequences of the above-mentioned personnel's breach of obligations.

**4. Intellectual Property**

Any confidential information disclosed by the Disclosing Party to the Receiving Party shall not be deemed to have implemented any form of intellectual property license to the Receiving Party, and the Receiving Party shall not use the Disclosing Party's confidential information to declare intellectual property rights in any country or region in any form. The intellectual property rights described in this clause include but are not limited to copyrights, trademarks, patents, industrial designs, etc.

**5. Exceptions**

The Disclosing Party agrees that the Confidential Information described in Section 1 shall not apply to the following situations:

5.1 At or before the time of signing this Agreement, the Confidential Information has or is becoming available to the general public;

5.2 There is documentary evidence that the Receiving Party is familiar with the information before obtaining the confidential information from the Disclosing Party;

5.3 Information legally provided to Receiving Party by third parties;

5.4 The technology independently developed by the Receiving Party without using the confidential information of the Disclosing Party;

**6. Information Return**

At any time, upon receipt of written notice from the Disclosing Party, the Receiving Party shall immediately return all confidential information materials and documents, including but not limited to any media containing such confidential information materials and any form of duplicates, copies or abstracts. If the technical data is in a form that cannot be returned or has been copied or transcribed into other data or carriers, it shall be destroyed or deleted in a complete and irreversible manner.

**7. Confidentiality Period**

This agreement will be established and effective from the date of signing by both parties and will end 10 years from the completion of the cooperation project.

**8. Liability for Contract Breach**

8.1 The recipient shall be liable for breach of contract when the following circumstances occur:

(1) Confidential information is lost, stolen, or known to the public in any other form due to improper storage by the recipient, etc.;

(2) The Receiving Party and its employees, relevant personnel hired for the purpose of cooperation, etc., have been disclosed to third parties without the consent of the Disclosing Party;

(3) After the confidential information is leaked, the Receiving Party fails to notify the Disclosing Party in a timely manner, causing losses to the Disclosing Party;

(4) After the aforementioned cooperation project is terminated for any reason, the Receiving Party retains and uses the confidential information without the consent of the Disclosing Party;

8.2 When the situation described in Article 8.1 occurs, the Receiving Party shall immediately stop its actions or take measures to avoid the expansion of losses. The Receiving Party that causes losses to the Disclosing Party due to the occurrence of the circumstances mentioned in Article 7 shall be liable for breach of contract, and the Receiving Party shall pay liquidated damages and compensation to the Disclosing Party. The specific amount shall be determined through negotiation between the two parties.

8.3 The reasonable expenses paid by the Disclosing Party for claiming the breach of contract by the Receiving Party shall be borne by the Receiving Party, including but not limited to: arbitration fees, attorney fees, travel expenses and expenses for investigation, and evidence collection.

**9. Force Majeure**

If due to reasons such as earthquakes, floods, fires, or policy changes that cannot be foreseen, unavoidable, or irresistible by manpower, either Party A or Party B cannot perform or fully perform the relevant obligations under this Agreement, both Parties shall not be liable for breach of contract; This Agreement shall continue to be performed within a reasonable time after the force majeure has been eliminated.

**10. Dispute Disposition**

This agreement is governed by the laws of the People's Republic of China; if there is a dispute between the two parties due to the performance of this agreement, the two parties shall resolve it through friendly negotiation. If negotiation and mediation fail, submit to Shantou Arbitration Commission for arbitration;

**11. Others**

This agreement is independent and is legally binding on both parties regardless of whether the two parties finally reach, perform, or terminate the cooperation agreement or cooperation relationship. The validity of each clause of this agreement is independent, and if some clauses are invalid, it does not affect the validity of other clauses.

This Agreement shall be signed by the authorized representatives of both parties, and stamped with the official seal of each institution if applicable. When the authorized representatives sign the agreement, it shall be deemed that they have obtained the authorization, and there is no need to attach authorization letter. This Agreement is made in 4 copies, each party holds 2 copies for the record.

Party A: Guangdong Technion Israel Institute of Technology (Seal)

Party A Authorized Representative Signature:

Date:

Party B: (Seal/Sign)

Party B Authorized Representative Signature:

Date: