

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into on [] day of [] month, [] year, by and between: HIMAX ELECTRONICS CO., LTD., a company organized and existing under the laws of the People's Republic of China, with its registered address at Building B, Nantong Avenue No. 5, Baolong Street, Longgang District, Shenzhen, China ("HIMAX");

and

_____, a company organized and existing under the laws of _____, with its registered address at _____ ("Recipient").

HIMAX and the Recipient may be referred to individually as a "Party" and collectively as the "Parties".

1. Purpose

The Parties are evaluating a potential business cooperation, transaction, or project relating to _____ (the "Purpose"). In connection with the Purpose, each Party may disclose certain Confidential Information to the other Party.

2. Definition of Confidential Information

"Confidential Information" means any non-public, confidential, or proprietary information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether in written, oral, electronic, visual, or other form, that relates to the Purpose, including but not limited to technical information, specifications, designs, samples, know-how, research and development information, pricing, costs, financial data, business plans, customer or supplier information, contracts, market analysis, software, data, and any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

3. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate with written evidence:

- (a) was lawfully known to the Receiving Party prior to disclosure without restriction on use or disclosure;
- (b) becomes publicly available through no breach of this Agreement by the Receiving Party or its Representatives;
- (c) is lawfully obtained from a third party who has the right to disclose such information;
- (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
- (e) is approved for release by the Disclosing Party in writing.

4. Obligations of the Receiving Party

The Receiving Party shall:

- (a) keep all Confidential Information strictly confidential and take at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care;
- (b) use the Confidential Information solely for the Purpose;
- (c) not disclose Confidential Information to any third party except as expressly permitted under this Agreement.

The Receiving Party may disclose Confidential Information to its directors, officers, employees, affiliates, and professional advisors (collectively, "Representatives") who have a need to know such information for the Purpose, provided that the Receiving Party shall be fully responsible for any breach of this Agreement by its Representatives.

5. Mandatory Disclosure

If the Receiving Party is required by law, regulation, or valid court order to disclose any Confidential Information, it shall, to the extent legally permitted, promptly notify the Disclosing Party in writing prior to such disclosure and cooperate with the Disclosing Party in seeking protective measures. The Receiving Party shall disclose only that portion of the Confidential Information that is legally required.

6. Ownership and Return of Information

All Confidential Information shall remain the exclusive property of the Disclosing Party. No license or other rights are granted to the Receiving Party by implication or otherwise.

Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction in writing, except that one archival copy may be retained solely for legal or compliance purposes, subject to the confidentiality obligations herein.

7. Term and Survival

This Agreement shall commence on the date first written above and shall terminate two (2) years thereafter.

Notwithstanding the termination or expiration of this Agreement for any reason, the obligations of confidentiality and non-use shall survive for a period of five (5) years from the date of termination or expiration, or for so long as the Confidential Information remains confidential, whichever is longer.

8. No Obligation; No Partnership

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or fiduciary relationship between the Parties, nor shall this Agreement obligate either Party to enter into any further agreement or transaction.

9. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or in equity, without the necessity of posting a bond.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflict of law principles. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts located in the People's Republic of China.

11. Miscellaneous

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- (b) Any amendment must be in writing and signed by both Parties.
- (c) This Agreement may not be assigned by the Receiving Party without the prior written consent of HIMAX.
- (d) Failure to enforce any provision shall not constitute a waiver.
- (e) If any provision is held invalid, the remaining provisions shall remain in full force and effect.



HIMAX ELECTRONICS CO.,LTD
www.himaxelectronics.com

12. Notices

All notices under this Agreement shall be in writing and deemed duly given when delivered by hand or email to the addresses below.

If to HIMAX :

HIMAX ELECTRONICS CO.LTD

Building B, Nantong Avenue NO.5, Baolong St.
Longgang, Shenzhen, China.

Attn: _____

Email: _____

If to XXX :

Company: _____

Add: _____

Attn: _____

Email: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Confidentiality Agreement on the date first written above.

HIMAX ELECTRONICS CO.,LTD

Company Name:

By: _____

Name:

Title:

By: _____

Name:

Title: