

**MUTUAL
NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into effective April 23, 2008, by and between **QUALCOMM Incorporated**, a Delaware corporation ("QUALCOMM"), with offices located at 5775 Morehouse Drive, San Diego, California 92121, and **CyWee Group Ltd.**, a BVI corporation, with offices located at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands, with regard to the following facts:

WHEREAS, each party to this Agreement possesses confidential, proprietary and/or trade secret information including, without limitation, information in tangible or intangible form relating to or including: business, product, marketing, licensing or sales activities, policies, practices, outlooks, studies, reports, analyses, strategies or forecasts, finances, revenue, pricing, costs or profits, released or unreleased products including, but not limited to, software, hardware, development, research, designs, specifications, performance characteristics, code, formulas, algorithms, data, techniques, processes, inventions, testing strategies, industry, customer or consumer information and third party confidential information (the "INFORMATION"); and

WHEREAS, each party in possession of INFORMATION (the "Disclosing Party") desires to disclose some of its INFORMATION to the other party (the "Receiving Party") subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises made herein, the receipt of certain INFORMATION and good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Permitted Use. The Receiving Party shall handle, use, treat and utilize such INFORMATION as follows: (a) hold all INFORMATION received from the Disclosing Party in strict confidence; (b) use such INFORMATION only for the purpose of (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such INFORMATION, and (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement; (c) reproduce such INFORMATION only to the extent necessary for such purpose; (d) restrict disclosure of such INFORMATION to its employees with a need to know (and advise such employees of the obligations assumed herein); and (e) except as set forth in Section 3 herein, not disclose such INFORMATION to any third party, including but not limited to any vendor, customer, manufacturer or independent contractor, without prior written approval of such Disclosing Party. In addition, with respect to any equipment, component, software, or other items delivered to the Receiving Party by the Disclosing Party, the Receiving Party shall not reverse engineer, disassemble, decompile, or otherwise analyze the physical construction of, any such items.

The restrictions on the Receiving Party's use and disclosure of INFORMATION as set forth above shall not apply to any INFORMATION which the Receiving Party can demonstrate:

i. is wholly and independently developed by the Receiving Party without the use of INFORMATION of the Disclosing Party; or

ii. is or has become generally known to the public without breach of this Agreement by the Receiving Party; or

iii. at the time of disclosure to the Receiving Party, was known to such Receiving Party free of restriction and evidenced by documentation in the Receiving Party's possession; or

iv. is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or

v. is disclosed in response to a valid order of a court or other governmental body in the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order; provided, however, that if the Receiving Party receives an order or request to disclose any INFORMATION by a court of competent jurisdiction or a governmental body, then the Receiving Party agrees:

a. if not prohibited by the request or order, immediately to inform the Disclosing Party in writing of the existence, terms, and circumstances surrounding the request or order;

b. to consult with the Disclosing Party on what steps should be taken to avoid or restrict the disclosure of INFORMATION;

c. to give the Disclosing Party the chance to defend, limit or protect against the disclosure; and

d. if disclosure of INFORMATION is lawfully required, to supply only that portion of the INFORMATION which is legally necessary and try to obtain confidential treatment for any INFORMATION required to be disclosed.

2. Designation. INFORMATION shall be subject to the restrictions of Section 1 if it is in writing or other tangible form and clearly marked as proprietary or confidential when disclosed to the Receiving Party or, if not disclosed in tangible form, if clearly identified as confidential or proprietary at the time of disclosure. The parties agree to use reasonable efforts to summarize the content of oral disclosures which are proprietary or confidential but failure to provide such summary shall not affect the nature of the INFORMATION disclosed or detract from the protection afforded under this Agreement if such INFORMATION was identified as confidential or proprietary when orally disclosed.

3. Affiliates. This Agreement does not permit either party to disclose INFORMATION to any third party (including, without limitation, that party's affiliates). Notwithstanding the foregoing, QUALCOMM may re-disclose INFORMATION to its Affiliates who have a need to know and shall treat such INFORMATION in a manner that is consistent with the confidentiality obligations of QUALCOMM in this Agreement and such Affiliates may re-disclose INFORMATION to other such Affiliates and to QUALCOMM. QUALCOMM's Affiliates may also disclose INFORMATION to the other party hereto. In such event, the other party hereto shall treat such INFORMATION in accordance with the provisions of this Agreement as if such INFORMATION was disclosed directly by QUALCOMM, and QUALCOMM and/or its

Affiliates shall have the right to enforce the provisions of this Agreement against the other party hereto in connection with any and all breaches or violations of this Agreement with respect to such INFORMATION by the other party hereto. QUALCOMM's Affiliates may also receive INFORMATION from the other party hereto. In such event, the Affiliate of QUALCOMM receiving such INFORMATION shall be responsible to treat such INFORMATION in accordance with the confidentiality obligations of QUALCOMM set forth in this Agreement, determined as if QUALCOMM had received such INFORMATION. QUALCOMM shall be responsible for any improper disclosure or use by its Affiliates of such INFORMATION to the same extent as if QUALCOMM had received such INFORMATION directly and made the same disclosure or use of such INFORMATION as did its Affiliates. The term "Affiliate" shall mean any entity with respect to which QUALCOMM owns or controls, directly or indirectly, one hundred percent (100%) of the beneficial ownership (but an entity shall remain an Affiliate only so long as it meets such ownership requirements), and the term "INFORMATION" shall also include information that is under the ownership, possession or control of an Affiliate but otherwise meets the definition of INFORMATION.

4. No License or Representations. No license to a party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use, import or sell any product embodying any INFORMATION. No representation, warranty or assurance is made by either party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of INFORMATION shall be construed as creating any obligation of a party to furnish INFORMATION to the other party or to enter into any agreement or relationship with the other party with respect to mutual business.

6. Return of Information. All INFORMATION shall remain the sole property of the Disclosing Party which originally disclosed such INFORMATION, and all materials containing any such INFORMATION (including all copies made by the Receiving Party) shall be returned to the Disclosing Party immediately upon termination or expiration of this Agreement or destroyed, or upon the Receiving Party's determination that it no longer has a need for such INFORMATION. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such INFORMATION (including all copies thereof) have been returned to the Disclosing Party or destroyed.

7. Export Compliance Assurance. The Receiving Party acknowledges that all products, proprietary data, know-how, software or other data or information (herein referred to as "Products") obtained from QUALCOMM are subject to the United States (U.S.) government export control laws, which may restrict or prohibit their export, re-export, or transfer. U.S. government restrictions are implemented principally through the Export Administration Regulations ("EAR", 15 C.F.R. §§ 730 et seq., available at <http://www.bis.doc.gov/>) administered by Department of Commerce, Bureau of Industry and Security and the Foreign Asset Control Regulations administered by the Department of Treasury, Office of Foreign Assets

Control ("OFAC", 30 C.F.R. Part 500 et. Seq., available at <http://www.treas.gov/offices/enforcement/ofac/>).

The Receiving Party agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as "export"), any such Products or any direct Product thereof to any destination or entity prohibited or restricted under U.S. law including but not limited to U.S. government embargoed or sanctioned countries, entities, or nationals thereof, unless it shall obtain prior to export an authorization from the applicable U.S. government agency either in writing or as provided by applicable regulation. The U.S. government maintains embargoes or sanctions against the countries listed in the EAR, Country Groups E:1/2 to Part 740, Supplement 1. The current list of embargoed or sanctioned countries consists of Cuba, Iran, North Korea, Sudan, and Syria. This list is amended by the U.S. government from time to time and all such amendments shall be applicable to this Agreement. To the extent such Products are subject to National Security controls, the Receiving Party also agrees that, unless authorized by U.S. law (either by regulation, specific written authorization, or qualification for an applicable license exception, such as License Exception ENC), it shall not knowingly export, directly or indirectly, any of the Products, or the direct product thereof, to any country or nationals thereof listed in Country Group D:1 in Supplement No. 1 to Part 740 of the EAR, as the same may be amended from time to time. Unless otherwise authorized by U.S. export control laws or by applicable authorization from the proper U.S. government agency, the Receiving Party further agrees that no Products received from QUALCOMM will be directly or indirectly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use. Furthermore, the Receiving Party agrees not to export Products listed in EAR Supplement No. 2 to Part 744 for military end-uses in the People's Republic of China as defined in the EAR Part 744.21.

The Receiving Party also agrees to comply with all trade laws applicable in other country jurisdictions as they pertain to import, use, export or distribution. The terms of this Export Compliance Assurance shall survive any termination or expiration of this Agreement.

8. Term and Termination. This Agreement shall become effective on the date first set forth above and shall terminate upon the happening of the earlier of:

- (a) The written notice of either party to the other of its election, with or without cause, to terminate this Agreement; or
- (b) The expiration of sixty (60) months from the date first set forth above.

9. Notice. Any notice or other communication made or given by either party in connection with this Agreement shall be sent via facsimile (with confirmation) or by registered or certified mail, postage prepaid, return receipt requested, or by courier service addressed to the other party at its address set forth below:

QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California 92121

CyWee Group Ltd.
Palm Grove House, P.O. Box 438, Road Town
Tortola, British Virgin Islands

Attn: Legal Department
Fax: (858) 845-1250 / 658-2503

Attn: Joe Ye
Fax: (886)2-8502-5718

10. Survivability. Each party agrees that all of its obligations undertaken herein as a Receiving Party shall survive and continue after any termination or expiration of this Agreement.

11. Governing Law and Arbitration. This Agreement shall be governed in all respects solely and exclusively by the laws of the State of California, U.S.A. without regard to conflict of laws principles. All disputes, controversies, or claims arising out of, relating to or in connection with this contract including the determination of the scope of the agreement to arbitrate, shall be finally settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"), applicable at the time of submission of the dispute to arbitration. The American Arbitration Association, ("AAA") shall be the Appointing Authority and shall appoint a single arbitrator. The arbitration case shall be administered by the AAA in accordance with its "Procedures for Cases Under the UNCITRAL Arbitration Rules" ("Rules"). The place of arbitration shall be San Diego, California, and the exclusive language to be used for the arbitral proceedings shall be English.

In the event either party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.

Nothing herein will prevent a party, prior to appointment of the arbitrator, from making application to any court of competent jurisdiction, for any provisional remedy available at law or in equity. Such application for relief shall not constitute a waiver of this agreement to arbitrate. Upon appointment, the arbitrator shall have exclusive authority to order provisional or interim relief, except that any relief ordered by the arbitrator may be immediately and specifically enforced by a court otherwise having jurisdiction. The parties waive objection to venue and consent to the personal jurisdiction of the federal courts of San Diego, California, U.S.A. in any action to enforce this agreement to arbitrate or any order or award of the arbitrator, or for the provisional or interim remedies provided for herein.

Discovery shall be limited to written requests for the production of specific documents. The period for requesting documents shall be sixty (60) days commencing upon the day that the answer is due under the Rules. The responding party shall have thirty (30) days to produce the requested documents by sending copies to the requesting party or its representative via a recognized international courier service. The parties will also voluntarily produce all documents that they intend to use at the arbitration hearing and a list of intended witnesses before the close of discovery subject to supplementation for purposes of rebuttal or good cause shown. The parties hereby waive any right to seek any discovery not provided for in this contract irrespective of whether the laws of any country provide for different or additional discovery in international arbitration. The arbitrator will hold a pre-hearing conference within three days of the close of discovery and will schedule and hold the final hearing within thirty (30) days of the close of discovery. **EACH PARTY HERETO HEREBY AGREES THAT THE ARBITRATION PROCEDURE PROVIDED HEREIN WILL BE THE SOLE AND EXCLUSIVE METHOD OF RESOLVING ANY OF THE AFORESAID DISPUTES, CONTROVERSIES OR CLAIMS.**

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