Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

ADVANCED MICRO DEVICES, INC., ET AL., Plaintiffs, v. TCL INDUSTRIES HOLDINGS CO., LTD.; ET AL., Defendants.	**Case No.: 2:22-cv-00134--JRG-RSP** **JURY TRIAL DEMANDED**

PROTECTIVE ORDER

WHEREAS, Plaintiffs Advanced Micro Devices, Inc. and ATI Technologies ULC (collectively, "AMD" or "Plaintiffs") and Defendant Realtek Semiconductor Corp. ("Realtek" or "Defendant") believe that certain information that is or will be encompassed by discovery demands by the Parties involves the production or disclosure of trade secrets, confidential business information, or other proprietary information;

WHEREAS, the Parties seek a protective order limiting disclosure thereof in accordance with Federal Rule of Civil Procedure 26(c):

THEREFORE, it is hereby stipulated among the Parties and ORDERED that:

1. Each Party may designate as confidential for protection under this Order, in whole or in part, any document, information or material that constitutes or includes, in whole or in part, confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information or material ("Protected Material"). Protected Material shall be

designated by the Party producing it by affixing a legend or stamp on such document, information or material as follows: (i) "CONFIDENTIAL, or (ii) "CONFIDENTIAL BUSINESS INFORMATION," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or similar designation. The designation shall be placed clearly on each page of the Protected Material (except deposition and hearing transcripts) for which such protection is sought. For deposition and hearing transcripts, the word "CONFIDENTIAL BUSINESS INFORMATION" shall be placed on the cover page of the transcript (if not already present on the cover page of the transcript when received from the court reporter) by each attorney receiving a copy of the transcript after that attorney receives notice of the designation of some or all of that transcript as "CONFIDENTIAL BUSINESS INFORMATION."

2. Any document produced under Patent Rules 2-2, 3-2, and/or 3-4 before issuance of this Order that were designated as confidential under Patent Rule 2-2 shall continue to be governed by Patent Rule 2-2. The parties agree to meet and confer in good faith to agree on an appropriate confidentiality designation for those documents under this Protective Order. Pursuant to ¶ 12(a) of the Discovery Order (Dkt. No. 59), the parties agree to meet and confer, in good faith, to reach agreement as to the use and admissibility in this proceeding of discovery from the ITC investigation (including the confidentiality designation). If the parties cannot reach agreement, the parties reserve the right to obtain relief from the Court.

3. With respect to documents, information or material designated (i) "CONFIDENTIAL," (ii) "CONFIDENTIAL BUSINESS INFORMATION," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or similar designation, or (iii) "CONFIDENTIAL SOURCE CODE – OUTSIDE ATTORNEYS' EYES ONLY

INFORMATION" (collectively "DESIGNATED MATERIAL"),[1] subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a) all documents, electronically stored information, and/or things as defined by the Federal Rules of Civil Procedure; (b) all pretrial, hearing or deposition testimony, or documents marked as exhibits or for identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings and other court filings; (d) affidavits; and (e) stipulations. All copies, reproductions, extracts, digests and complete or partial summaries prepared from any DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL and treated as such under this Order.

4. A designation of Protected Material (i.e., (i) "CONFIDENTIAL," (ii) "CONFIDENTIAL BUSINESS INFORMATION," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or similar designation or (iii) "CONFIDENTIAL SOURCE CODE – OUTSIDE ATTORNEYS' EYES ONLY INFORMATION") may be made at any time. Inadvertent or unintentional production of documents, information or material that has not been designated as DESIGNATED MATERIAL shall not be deemed a waiver in whole or in part of a claim for confidential treatment. Any party that inadvertently or unintentionally produces Protected Material without designating it as DESIGNATED MATERIAL may request destruction of that Protected Material by notifying the recipient(s), as soon as reasonably possible after the producing Party becomes aware of the inadvertent or unintentional disclosure, and providing replacement Protected Material that is properly

[1] The term DESIGNATED MATERIAL is used throughout this Protective Order to refer to the class of materials designated as (i) "CONFIDENTIAL," (ii) "CONFIDENTIAL BUSINESS INFORMATION," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or similar designation or (iii) "CONFIDENTIAL SOURCE CODE – OUTSIDE ATTORNEYS' EYES ONLY INFORMATION," both individually and collectively.

designated. The recipient(s) shall then destroy all copies of the inadvertently or unintentionally produced Protected Materials and any documents, information or material derived from or based thereon.

5. "CONFIDENTIAL BUSINESS INFORMATION," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or similar designation documents, information and material may be disclosed only to the following persons, except upon receipt of the prior written consent of the designating party, upon order of the Court, or as set forth in paragraph 12 herein:

(a) outside counsel of record in this Action for the Parties;

(b) employees of such counsel assigned to and reasonably necessary to assist such counsel in the litigation of this Action;

(c) in-house counsel for the Parties who either have responsibility for making decisions dealing directly with the litigation of this Action, or who are assisting outside counsel in the litigation of this Action;

(d) up to and including three (3) designated representatives of each of the Parties to the extent reasonably necessary for the litigation of this Action, except that either party may in good faith request the other party's consent to designate one or more additional representatives, the other party shall not unreasonably withhold such consent, and the requesting party may seek leave of Court to designate such additional representative(s) if the requesting party believes the other party has unreasonably withheld such consent;

(e) technical experts and their staff who are employed for the purposes of this litigation (unless they are otherwise employed by, consultants to, or otherwise affiliated with a party, or are employees of any domestic or foreign manufacturer, wholesaler, retailer, or distributor of the products, devices or component parts which are the subject of this litigation), provided that: before access is given, the consultant or expert has completed the Undertaking attached as Appendix A hereto and the same is served upon the producing Party with a current curriculum vitae of the consultant or expert at least ten (10) days before access to the Protected Material is to be given to that consultant or Undertaking to object to and notify the receiving Party in writing that it objects to disclosure of Protected Material to the consultant or expert. The Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties are unable to resolve any objection, the objecting Party may file a motion with the Court within fifteen (15) days of the notice, or within such other time as the Parties may agree, seeking a protective order with respect to the proposed disclosure. The objecting Party shall have the burden of

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