**National Cheng Kung University Employee Non-Disclosure Undertaking**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undertaking party, agree to be employed by National Cheng Kung University. My workplace shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, affiliated to National Cheng Kung University. During my employment period, I may get access to the confidential information of National Cheng Kung University and my workplace. In order to keep such confidential information secret, I undertake the following:

1. (Definitions)

The "confidential information" mentioned in this undertaking refers to the unpublished information (regardless of the storage medium it is kept in) of National Cheng Kung University and my workplace, that I getd access to, learn, or hold during the employment period. The scope of confidential information includes, but is not limited to, all methods; technologies; processes; formulas; programs; designs; biological materials; contract contents; project ideas; budget allocations; business strategies; contents of intellectual property rights/applications; other information or materials with actual or potential economic value that can be used for manufacturing, production, sales, or operations; third party proprietary information which National Cheng Kung University or my workplace is obliged to keep confidential in accordance with contracts or laws; and other information labeled as confidential, restricted, or in like manner by National Cheng Kung University or my workplace, that I get access to, learn, or hold while handling business or participating in the research and development of National Cheng Kung University.

I acknowledge that the confidential information of National Cheng Kung University and my workplace must remain secret; has actual or potential economic value for National Cheng Kung University and my workplace; and possesses protected, legitimate interests.

1. (Obligation of Confidentiality and Return)

I undertake to adopt necessary measures to keep secret the confidential information of National Cheng Kung University and my workplace that I come to learn or hold. Without obtaining prior written consent from National Cheng Kung University or my workplace supervisor, I shall not do the following:

1. Leak, inform, deliver, or transfer the confidential information to a third party by oral communication, photocopy, loan, delivery, article publication, recording, floppy disk or CD-ROM, or by other methods.
2. Use the confidential information for tasks other than those designated by National Cheng Kung University or my workplace supervisor.
3. Copy or photograph all or part of the confidential information content, or reproduce it by other methods.
4. Disclose the confidential information to the public in any way, or provide it for use or reference by myself or a third party.

However, if confidential information has been disclosed or released to the public by National Cheng Kung University or my workplace, or has become publicly known, I shall not be obliged to keep it confidential.

I undertake that, other than personal items, I shall not retain any objects, materials, or information of National Cheng Kung University and my workplace when I leave the job, regardless of whether these are physical or virtual, originals or reproductions, or the storage media they are kept in. I shall invariably return the aforementioned to National Cheng Kung University or my workplace, or immediately deliver such to a person designated by National Cheng Kung University or my workplace supervisor, and complete the relevant procedures.

1. (Obligation of Description of Inventions, Creations and Duty of Confidentiality Before Employment)

I undertake that, when signing this undertaking, I shall clearly inform National Cheng Kung University and my workplace about the inventions, creations, or professional know-how in my possession before being employed by National Cheng Kung University and my workplace, as well as about any duty of confidentiality toward others in accordance with laws or contracts.

1. (Effect of the Duty of Confidentiality)

The duty of confidentiality that I assume in accordance with this undertaking shall take effect after I sign this undertaking and shall last for 10 years after I leave the job. In addition, the duty of confidentiality shall not lose effect due to the invalidity, undecided effect, or revocable matters of the employment contract between myself and National Cheng Kung University, or the cancellation, termination, or revocation of the employment contract.

1. (Liability for Breach of Contract)

If I breach this undertaking in any way, National Cheng Kung University or my workplace may immediately cancel or terminate the employment contract between both parties, and may also request compensation for the damages resulting therefrom. I shall bear the relevant criminal liability.

Article 13-1 of the Trade Secrets Act: Any person committing an act falling under any of the following circumstances for the purpose of an illicit gain for himself/herself or for a third person, or inflicting a loss on the holder of a trade secret shall be sentenced to a maximum of 5 years imprisonment or short-term imprisonment. In addition thereto, a fine between NT$1 million and NT$10 million may be imposed: 1. Acquiring a trade secret by an act of theft, embezzlement, fraud, threat, unauthorized reproduction, or other wrongful means, or using or disclosing a trade secret so acquired. 2. Committing an unauthorized reproduction, usage, or disclosure of a trade secret known or possessed.

1. (Partial Invalidity)

Any clauses of this undertaking which are proven to be partly invalid or unenforceable shall not affect the validity of other clauses.

1. (Governing Court)

In the event of any dispute arising from this undertaking, I agree that the Taiwan Tainan District Court shall have jurisdiction and serve as the court of first instance.

1. (Voluntary Signature and Number of Copies of the Undertaking)

Before signing this undertaking, I have read the full text of this undertaking and clearly understood the content of each clause. I sign this undertaking of my own free will.

This undertaking shall be executed in triplicate. One copy shall be held by me, National Cheng Kung University, and my workplace, respectively.

The above is respectfully submitted to National Cheng Kung University

(Signature Block Follows)

Undersigned: (Signature and seal)

National ID Number:

Address:

Workplace (Employer):

(yyyy) (mm) (dd)