

Regulations on the Handling of Confidential Information and Copyrights of the Flexible Factory Partner Alliance

Article 1 (Purpose)

The purpose of these Regulations is to set forth provisions on the matters to be complied by members of the Flexible Factory Partner Alliance (hereinafter referred to as “the Alliance”) regarding the handling of confidential information and copyrights in the Alliance.

Article 2 (Definition of Confidential Information)

A Member (“Disclosing Member”) may deem it necessary to disclose information on technology, samples, and prototypes which Disclosing Member considers confidential and proprietary, to the other Members (“Receiving Member”). In such instances, relevant information that satisfies the conditions set forth below are defined to be “Confidential Information.”

1. If a Confidential Information is in written form, the Disclosing Member shall label or stamp the materials with the word “Confidential”.
2. If a Confidential Information is transmitted orally, (a) the Disclosing Member shall designate such information as confidential at the time of disclosure; and (b) the Disclosing Member shall provide promptly a written document, indicating that such oral communication constituted Confidential Information, by affixing the word “Confidential” within thirty (30) days after the disclosure.

The Disclosing Member shall make reasonable efforts to minimize the amount of Confidential Information subject to confidentiality obligations set forth in this Article.

Article 3 (Sharing newly-created Confidential Information)

All information inherently created within the Alliance shall not be used other than the purpose set forth in Article 2 of the Articles of Association of the Flexible Factory Partner Alliance (hereinafter referred to as “Articles of Association”).

Article 4 (Non-application of confidential information)

Notwithstanding the provisions of Articles 2 and 3, the foregoing obligation shall not apply to any of the following information:

- (1) That the Receiving Member rightfully holds without a duty of confidentiality at the time of disclosure
- (2) That is publicly available regardless of whether the Receiving Member receives it
- (3) That is disclosed to the Receiving Member by a third party not in violation of any obligation of non-disclosure
- (4) That is independently developed by the Receiving Member without using Confidential Information at present or in the future
- (5) That is obtained by the Receiving Member with the Disclosing Member’s written approval for excluding from the Confidential Information

Article 5 (Non-disclosure and non-use of the Confidential Information)

- (1) Except as otherwise expressly permitted in writing by the Disclosing Member, the Receiving Member may not disclose the Confidential Information to a third party, or use the Confidential Information for any purpose other than the purpose set forth in Article 2 of the Articles of Association.
- (2) The Receiving Member may disclose Confidential Information to a corporation (a) in which greater than fifty percent (50%) of the outstanding shares entitled to vote for the election of directors or similar managing authority are held by the Receiving Member, or (b) in which the right to make decisions are held by the Receiving member. Such a corporation shall protect the Confidential Information using the same degree of care obligated to the Receiving Member.
- (3) The Receiving Member may disclose Confidential Information as required by judgment, decision, order, or other judicial or administrative request, demand, or order. Provided, however, that the Receiving Member shall notify immediately the Disclosing Member of such request, demand, or order so that the Disclosing Member may dispute it.

Article 6 (Management and maintenance of Confidential Information)

The Receiving Member shall make reasonable efforts to prevent the unauthorized use, disclosure, publication, and dissemination of the Confidential Information, in the same precaution as it employs with its own Confidential Information.

Article 7 (Copy of Confidential Information)

Each Member shall be able to make a reasonable number of copies of the documents containing Confidential Information, but the distribution of such copies shall only be limited to those who need to know the content.

Article 8 (Protection period and its termination of Confidential Information)

- (1) The confidential obligation of Receiving Member under these Regulations shall survive for a period of three years from the initial date of disclosure.
- (2) If the Disclosing Member requests a documentation within thirty (30) days after the termination of the application of these Regulations based on withdrawal from the Alliance or the termination of the Alliance's activity, the Receiving Member shall return the Confidential Information in tangible form such as the documents, drawings, and their copies to the Disclosing Member within a reasonable period or shall be treated in accordance with the method presented by the Disclosing Member.

Article 9 (Use of Copyright and Confidential Information)

When preparing a work activity and an external report containing Confidential Information related to the activities of the Alliance, the following treatment must be followed.

1. In cases where Confidential Information is included in the information to be published as a result of the Alliance, the contents and method for publication shall be consented by the Disclosing Member who discloses the Confidential Information before announcing.
2. The copyright on the deliverables created through the activities of the Alliance (including the Board of Directors, Committees and Working Groups) shall be shared by each member. Each member shall

use the deliverables for the purposes stipulated in Article 2 of the Articles of Association and shall not use the deliverables for purposes other than the purposes stipulated in Article 2 of the Articles of Association.

3. No license is hereby granted by any Member to the other Member, directly or indirectly, under any patent, trademark, trade secret or other intellectual property.

Article 10 (Interpretation of Ambiguities)

Other matters not stipulated in these Regulations, and any other ambiguities that arise in relation to the enforcement of the Regulations shall be resolved by the Board of Directors.

Article 11 (Effectuation)

These Regulations shall take effect on the on July 26th, 2017.

Article 12 (Revision and Repeal)

These Regulations shall be revised or repealed by resolution of the General Assembly meeting.