Specific Non Disclosure Agreement

Texas Instruments Incorporated, a corporation organized under the laws of the State of Delaware, the United States of America ("U. S.A."), with offices located at 12500 TI Boulevard, Dallas, Texas, 75243 U.S.A., for and on behalf of itself and its Subsidiaries, including its wholly foreign-owned Subsidiary, Texas Instruments Semiconductor Technologies (Shanghai) Co., Ltd., established by TI under the laws of the People's Republic of China, with its registered address at Floor 2 and 3, No. 72 Liang Xiu Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China (collectively "TI"), and Semptian Co., Ltd., with a place of business at Block 5D, 8/F, Software Industry Park, No.14, Haitian 2nd Road, GaoxinSouth, Nanshan District, Shenzhen, Nanshan District, 518000, China, on behalf of itself and its Subsidiaries (collectively "Company") (each a "Party" and collectively the "Parties") agree to the following terms and conditions set forth in this Non-Disclosure Agreement ("Agreement") to cover disclosure of the Disclosed Information described below. "Subsidiary" shall mean any entity that is more than 50% owned or controlled by a Party and only so long as such ownership or control exists.

1. The Effective Date of this Agreement is 07/12/2019.

2. The Party(ies) disclosing ("Discloser") Disclosed Information:

   TI

3. The information to be disclosed under this Agreement ("Disclosed Information") is described below. For purposes of this Agreement, "Confidential Information" shall only consist of Disclosed Information that is disclosed in writing and is marked as "Proprietary", "Confidential" or with a comparable legend at the time of disclosure. For clarity, Recipient's duty to protect Confidential Information is subject to paragraph 9 below.

   From TI:
   data sheets/specifications for products not yet announced
   related to APP--BMC--Boost and Multi channel/Phase DCDC
   business unit(s), and any successor business units of the foregoing.

4. This Agreement establishes the terms and conditions for the handling of Confidential Information which is disclosed between the Effective Date and 07/12/2020. Either Party may terminate this Agreement by providing thirty (30) calendar days' prior written notice delivered by recognize common carrier (e.g., Federal Express) to the address set forth in the opening paragraph, to the attention of the non-terminating Party's legal department.

5. The Party receiving Confidential Information under this Agreement ("Recipient") shall use the Confidential Information only for the following purpose: evaluating the use of TI's products, systems, or processes with Company's products, systems or processes; evaluating potential business relationships or proposals between the Parties; and supporting the use of TI's products, systems, or processes in connection with Company's products, systems, or processes. Without the express written consent of the Discloser, Recipient shall not use Discloser's Confidential Information (a) to file or prosecute patent application(s) or (b) to claim copyright (s). Recipient shall not make, or otherwise facilitate in the assessment of, any patent-infringement allegation against Discloser or Discloser's suppliers or customers based upon Discloser's Confidential Information.

6. Recipient's duty to protect Confidential Information expires 5 years from the date of receipt of the Confidential Information from the Party disclosing Confidential Information under this Agreement.

7. Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own similar confidential information of like importance and to prevent any dissemination to unauthorized third parties or other use not permitted herein.

Only employees, contractors, consultants, or agents of Recipient are authorized to receive Discloser's Confidential Information, and only to the extent that the aforementioned employees, contractors, consultants, agents (a) have a need to know and (b) are bound by a confidentiality agreement with the Recipient that is no less restrictive than this Agreement. Use of a reputable third-party provider to store Confidential Information is permitted, provided that (a) Confidential Information in physical form is stored in a secure facility, (b) Confidential Information in electronic form is encrypted and (c) the storage provider is bound by a confidentiality agreement with the Recipient no less restrictive that this Agreement. Recipient shall be responsible for any disclosure or use contrary to the terms of this Agreement made by any such employees, contractors, consultants, agents, or third-party provider as if Recipient itself had engaged in such unauthorized disclosure or use.

8. Company shall not provide Confidential Information to any internal business organization or group, subsidiary, or third party that designs or manufactures semiconductors unless TI gives prior written consent.

9. Confidential Information does not include information that (a) was already known to the Recipient without a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) Discloser fails to take

reasonable steps to protect such as disclosing to third party without a duty of confidentiality; (d) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (e) is independently developed by the Recipient without use of Discloser's Confidential Information.

10. If Recipient is required to disclose Confidential Information to a government body or court of law, Recipient agrees, to the extent legally permissible, to give Discloser sufficient advance notice to enable Discloser to contest the disclosure or obtain a protective order.

11. NO WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION IN ANY FORM PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

12. All Confidential Information shall remain the property of Discloser. Other than the limited right to use the Confidential Information set forth in paragraph 5 of this Agreement, nothing in this Agreement confers any license to Discloser's intellectual property.

13. Neither Party has an obligation under this Agreement to purchase any product or service from, or provide any service or support to, the other Party; to offer for sale products using or incorporating the Confidential Information; to enter a business relationship with the other Party; or to refrain from engaging in a relationship with any third party. Further, neither Party has an obligation to provide Disclosed Information to the other Party as the result of entering into this Agreement.

14. Each Party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective Party to fulfill its obligations under this Agreement. If government approvals cannot be obtained, TI may terminate, cancel or otherwise would be excused from performing any obligations it may have under this Agreement.

Each Party hereby agrees that unless prior authorization is obtained from the U.S. Department of Commerce, Recipient nor its subsidiaries shall not knowingly export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from the Discloser or any of its affiliated companies, or export, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Each Party understands and acknowledges that products, technology (regardless of the form in which it is provided), software or software source code, received from Discloser or any of its affiliates under this Agreement may be under export control of the United States or other countries.

Each Party shall comply with the United States and other applicable non-U.S. laws and regulations governing the export, re-export and release of any products, technology, software, or software source code received under this Agreement from the Discloser or its affiliates. Neither Party shall undertake on the other Party's behalf any action which is prohibited by the EAR. Without limiting the generality of the foregoing, each Party specifically agrees that it shall not transfer or release products, technology, software, or software source code of the other Party or its affiliates to, or for use by, military end users or for use in military, missile, nuclear, biological, or chemical weapons end uses.

15. Nothing in this Agreement shall be construed as a representation that either Party will not independently pursue similar opportunities, provided that the obligations of this Agreement are not breached.

16. Without the prior written consent of the other Party, neither Party shall assign or transfer any of its rights or obligations, or delegate any of its duties hereunder, whether directly, by change in control., by operation of law, or otherwise. Any such attempted assignment shall be void. Further, this Agreement states the entire agreement between the Parties as to its subject matter and supersedes all previous communications with respect to the Disclosed Information. No addition to or modification of this Agreement will be binding on either Party, unless reduced to writing and signed by each Party.

17. This Agreement is written and executed in the English language. If a translation is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental law, regulation or rule, Company shall be solely responsible for creating such translation. Any translation of this Agreement into a language other than English is intended solely in order to comply with such laws or for reference purposes and the English language version shall be authoritative and controlling.

18. The following paragraphs shall survive the termination, cancellation or expiration of this Agreement: 6, 7, 9, 10, 11, 14, 16 and 17.

19. Other Clauses (if reflected below):

This Agreement shall be governed by, and construed, and interpreted and enforced in accordance with the substantive law of the State of New York, U.S.A., without giving effect to its conflicts of laws provisions. The Parties will first attempt to settle all disputes arising out of this Agreement through good faith negotiation by executives of the Parties who have authority to finally settle such dispute. The Parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within New York state courts and federal courts located in the Southern District of New York. Notwithstanding the foregoing, any

judgment may be enforced in any United States or foreign court, and either Party may seek injunctive relief in any United States or foreign court.

The Parties hereto have duly caused this Agreement to be executed by their duly authorized representatives below as of the Effective Date. A faxed signature or electronic copy shall have the same legally binding effect as an original signature. All notices to TI hereunder shall be delivered to the address set forth above, attention Law Department, with copy sent to tilegalnotices@list.ti.com; all notices to Company shall be delivered to the address set forth above. All notices sent by one Party shall be deemed served when received by the other Party.

Semptian Co., Ltd.

By: _Xie Wei_

Name: _____

Title: _Purchasing Manager_

Date: _2019. 7. 18_

Texas Instruments Incorporated

By: _____

Name: Paul A. Nolte

Title: Manager, NDA/DMA Contract Admin

Date: _____

Please return ALL PAGES of this Agreement to:

Texas Instruments Incorporated
12500 TI Boulevard, MS 3999
Dallas, Texas 75265

Attention: Legal Department, Contract Administration

OR

SCAN ALL PAGES of this agreement as a .PDF file and e-mail to
legal_contractadmin@ti.com