

NDA / Confidentiality Agreement of OPPO Model User Trial

Article I User Consent

1.1 In the full progress of usage of OPPO model, you consent to turn on the log function of the device we provided. Because of the design features of the Android system, when you choose to share error log information of your device with us, the Android system may sometimes collect your personal information such as: phone number, email address, app account, etc., and send us simultaneously. When we receive this kind of log from the devices you use, we promise not to use such information for personal identification and after analyzing the error log, we will clear such data for your data protection.

1.2 You acknowledge and agree that the log information as well as your personal information which may simultaneously carried by such log information will be transferred to other countries or regions outside the EU in order to test and analyze the error for solving the problem you feedback.

Article II Contents of Confidential Information

2.1 Confidential information in the agreement refers to any written or oral data, files and information (including but not limited to agreement, contract, memorandum and any negotiation record on any carrier) and any information or data owned by one party (possibly owned by some other individuals in the field) and not known by the public. Any disclosure, spreading or improper use of such information or data will damage interests of the party (the discloser) whether the party (the discloser) has declared responsibility for confidentiality of such information or data beforehand or whether the information or data are confidential (Actions of the receiver or its representative are deemed as actions of its company or organization, the same below). The confidential information includes but is not limited to information or data of one party reflected or recorded in written form, oral form or other visual forms or other carrier (such as electronic document, optical disk, magnetic disk, magnetic tape and video tape). It is related to commerce, technology, management, law (including but not limited to lawsuit and arbitration), personnel, labor force, business or company development strategy. In addition, such information includes but is not limited to technology, engineering design, circuit design, production method, formula, process flow, technical index, computer program, software, database, source code, physical object code, design, concept, drawing, sample, model, picture, price, contract, application to relevant government departments, thoughts, R&D contents, formula, specification, manual, business plan, diagram, flow chart, customer list and

related information, market expansion plan, goods channel, financial and tax statement and information of either party. Based on consensus between both parties, all information or data disclosed by either party to the other party shall be deemed as confidential information or data unless the discloser specifically declares them as non-confidential data or information.

Article III Confidentiality Obligations

3.1 Contents of Confidential Information

3.1 The receiver is entitled to only employ confidential information for items agreed by both parties.

3.2 The receiver is entitled to only disclose confidential information to employees deserving to know details for items agreed by both parties. Moreover, the receiver shall ensure its employees are bound by the same level of confidentiality clauses in the agreement at least and bear liabilities once its employees breach relevant provisions of the agreement anytime under any circumstance.

3.3 The receiver shall take all reasonable measures, which are not inferior to measures taken to protect its similar confidential information, to keep confidential information disclosed by the discloser. This aims to prevent confidential information being stolen or (and) disclosed, employed for unauthorized purpose or leaked arising from any carelessness of the third party.

3.4 Upon knowing confidential information is employed or disclosed for unauthorized purpose, the receiver shall inform the discloser at once and help the discloser take related corrective measures at its own expense.

3.5 Unless used for purposes stipulated by provision 2.1 and 2.2 of the agreement and authorized by the discloser in writing beforehand, the receiver shall not wholly or partially copy or reprint the confidential information in any form. Any duplicated or reprinted copy of confidential information shall be clearly marked as possession of the discloser and with "Confidential", "Private" or other similar words.

Article IV Confidentiality Clause

All testing project, whether it's company's strategic project or not, is required to carry out confidentiality plan, special confidentiality requirements of the project are as follows:

4.1 Before the product launching, team members shall not instigate or acquiesce external partners to take photos of the products.

4.2 Any drawing or documents of all testing project shall not be given to any third party unrelated to the project.

4.3 Any original device, device model, and other materials related to overall appearance design information of project all testing project shall not be placed or left on the desk and any other place where there is contact with outsiders.

4.4 Before the product launching, any unrelated personnel / supplier cannot talk about or inquire the device size, project schedules and other confidential content of project all testing project.

4.5 Except for the normal marketing and advertising, anyone is prohibited to disclose any information of the product on the network (e.g. Facebook, Pantip, the official website, forums, etc.) before the launching press conference.

4.6 At public places (Central, bus, etc.) or external personnel gathering places, it's prohibited to disclose the content related to the project by talking or showing DEMO or in any other ways.

Article V Penalties for Breach of the Agreement

5.1 Above 3.1 to 3.8, if any one violation occurred, it will be handled as serious leak event in accordance with information management requirements.

5.2 Once breaching relevant regulations of the agreement, the discloser shall also bear reasonable expenses on taking corrective measures (including but not limited to investigation fee, fee on enforcing the compensation and reasonable legal expense).

Article VI Other Regulations

1. Rights and obligations under the agreement shall not be transferred.
2. The agreement has contained all understandings towards its details. In case of any contradiction of the agreement with related negotiations, letters and stipulations before the agreement is signed, the agreement shall prevail.
3. Any amendment or supplementation to the agreement shall be subject to supplementary agreement signed between both parties. Otherwise, it is invalid.
4. The situation that the discloser has not executed its rights or has delayed to execute its rights shall not constitute surrender of the rights. Any independent or partial execution of the rights shall not interfere with other rights or further execution of other rights.
5. An invalid clause under the agreement according to relevant laws has no impact on validity of other clauses under the agreement. Both the discloser and the receiver shall agree to substitute with a clause mostly similar with the invalid clause in terms of purpose and economic benefit. However, such substitution shall not deprive one party or both parties from tangible interests under the agreement.
6. The agreement shall take effect after being signed and affixed with seal by both parties. Upon any difference in date of signing, the final date shall prevail.

Article VII User Trial Description

7.1 Types of issues that need attention

Please consult the "Focus points" document for more information.

7.2 Trial users' obligations and responsibilities

1. The testers in this trial should be able to open the log at any time during the period of the test, when asked by OPPO personnel. To open the log please consult the "Introduction" document.
2. The testers in this test are obligated to cooperate with the trial responsible personnel to confirm the necessary information or assist in the verification.
3. The testers need to provide feedback on various issues during the trial period and provide valid log information.

7.3 Other

During the trial process, if there is a sample damaged, such as: a broken screen, the phone can't be used normally, etc., please inform the responsible person in charge to replace the sample when needed. If the sample is lost or stolen due to poor personal storage, the individual should comply with the company's regulation which is compensation (compensation price does not exceed the market sales price).

Note: The above confidentiality terms of the agreement is with immediate effect by signing on site. User trial members herein are defined as information receiver and Party B.

Party A: Guangdong OPPO Mobile Telecommunications Corp., Ltd.

Signature:

Date: 19/8/2019

Party B:

Signature (Seal):

Date: