

# Confidentiality Agreement

between

and

**austriamicrosystems AG**  
**Schloss Premstaetten**  
**A-8141 Unterpremstaetten**  
**Austria**  
**and its affiliates**

(together or individually hereinafter referred to as "the party" or "the parties" as appropriate)

WHEREAS the parties shall, for their mutual benefit and in connection with their cooperation in the development and manufacture of integrated circuits, exchange and thereby disclose to each other confidential information, the parties seek to secure the confidentiality of such information by the terms of and in accordance with this Agreement.

IN CONSIDERATION of such exchange and cooperation IT IS HEREBY AGREED as follows:

## 1 Confidentiality

The parties agree to keep all disclosed confidential information strictly confidential. Without prejudice to the generality of the aforesaid, the obligation hereunder shall apply in particular to all information which is marked as being confidential and/or that information, of which within 10 days of its disclosure, notice in writing is given by the disclosing party that it shall be treated as confidential. The disclosure of such information should be confirmed in writing. Such information will ordinarily be disclosed to the other party in written form by way of software, draft documentation, drawings or technical specifications on data storage modules such as magnetic tapes or diskettes via data communication or by post. Data relating to individuals shall (in accordance with applicable Data Protection laws) also be treated as confidential as will all information relating to business secrets such as research and development matters and other business affairs of the other party, its associated companies or parties contracting with such party.

The confidentiality obligation shall not apply to information which

- the parties already hold, without owing any duty of confidentiality, at the time of disclosure
- is in the public domain
- the parties legitimately receive from third parties without being subject to any confidentiality obligations
- the parties develop or have developed independently of any such confidential information
- the disclosing party has disclaimed in writing any rights to confidentiality
- are provided after the termination of this Agreement

**2 Securing Confidentiality**

The parties shall use all reasonable endeavours to maintain confidentiality and in particular confidential information shall only be given or communicated to such employees who necessarily and properly require such information to perform their duties under their employment.

The parties shall keep all documentation and records which contain confidential information in a secure (locked) and safe place.

**3 Acquisition of Information from the Business Operations of the Parties**

The parties undertake to keep all internal business information of which they, their employees or representatives become aware during the performance of their duties at the other parties' place of business, strictly confidential and not to divulge the same to any third party. This shall apply in particular to all internal information relating to technical, design, manufacture, operational or organisational matters.

**4 Extension of the Obligation of Confidentiality to Third Parties**

If a party intends to sub-contract to a third party and disclosure of confidential information to such third party is necessitated thereby, the party shall first obtain the written consent of the other party thereto. The disclosing party and the sub-contractor shall prior to such disclosure enter into a confidentiality agreement in the same form as this Agreement.

If a party is directly or indirectly involved whether through participation or cooperation in the development and/or production of integrated circuits, the obligation of confidentiality hereunder shall apply versus the pertinent business and its employees.

**5 Return of the Confidential Documentation**

After termination of each contractually separate project, the parties shall upon request return, destroy or put in safe-keeping specified information.

**6 Patentable/Registrable Inventions**

The duty of confidentiality also applies to information and documentation relating to an as yet unregistered or unpatented invention. Such documentation also constitutes confidential documentation and the party disclosing the same reserves all rights therein. In particular it is confirmed that no rights whatsoever are transferred or relinquished to the other party by the disclosure of such information.

**7 General**

In the event of any conflict between this Agreement and any other contractual terms between the parties, the terms of this Agreement shall prevail.

No variation to the terms hereof shall be valid unless such variation is in writing and signed by a duly authorised representative of each party.

The invalidity of any part of this Agreement shall not affect the validity of the rest of this Agreement. In the event of any part of this Agreement being declared invalid or void, the parties shall in good faith negotiate substitute wording which reflects as far and as near as possible the parties' initial intention.

**8 Law and Jurisdiction**

The courts of law in the jurisdiction of the plaintiff shall have exclusive jurisdiction for any disputes arising herefrom. This Agreement shall be governed by and construed in accordance with the law of the jurisdiction of the plaintiff.

**9 Commencement and Duration of this Agreement**

This Agreement shall commence on the later of the two dates of signature of the parties below being the date when both parties have duly executed this Agreement. Subject to the following this Agreement shall continue in force for a period of 7 (seven) years and shall automatically expire thereafter. Either party may terminate this Agreement by giving to the other 90 days prior notice thereof in writing. However, the obligations hereunder shall not be affected by such termination or expiration and shall continue in full force and effect with respect to information disclosed prior to such termination or expiration until such time that all information disclosed hereunder has become public domain by no breach of this agreement.

<b>austriamicrosystems AG</b>			
Name:		Name:	
Position:	being duly authorised on behalf of the party to execute this Agreement	Position:	being duly authorised on behalf of the party to execute this Agreement
Signature:		Signature:	
Date:		Date:	
Agreement No:			