

Mutual Non-Disclosure Agreement

IDS Microchip AG ("IDS") and _____ ("Company") have deemed it necessary or desirable to exchange business and/or technical information for the purpose of evaluating a business relationship between the parties (the "Transaction"), and therefore agree as follows:

1. **Discloser and Recipient.** Each Party is a disclosing party "Discloser" and Receiving party "Recipient" under this Agreement.

2. **Confidential Information.** For the purposes of this Agreement "Confidential Information" means any information received by one party from the other which is marked as "Confidential" or which would logically be considered "Confidential in view of its relationship to the whole disclosure, and information that is initially disclosed verbally which was identified by the disclosing party as confidential and/or proprietary at the time of disclosure and which is confirmed in writing by the disclosing party as "Confidential" within thirty (30) days of initial disclosure. Without limiting the foregoing, "Confidential Information" includes: technical data, know-how, negative know-how, processes, techniques, procedures, charts, studies, theories, conclusions, observations and research which is disclosed by one party directly or indirectly to the other pursuant to this Agreement in connection with the Transaction.

3. **Exclusions.** "Confidential Information" does not include information which: (a) is in the public domain at the time of disclosure hereunder; (b) becomes publicly available through no fault of either party and without breach of this Agreement; (c) is already in the lawful possession of the receiving party without restriction and prior to disclosure hereunder; (d) is approved for release by written authorization of the disclosing party; (e) is required to be disclosed by government authority or operation of law; or (f) is independently developed by the receiving party without violating any of its obligations hereunder.

4. **Non-Disclosure of Confidential Information.** Except as required by applicable law or regulatory authority, each party agrees as follows:
 - Neither party shall use the Confidential Information for any purpose except as expressly authorized by the other party in writing.
 - Neither party shall disclose Confidential Information, the contents of the Confidential Information, excerpts of the Confidential Information or copies of the Confidential Information to any third party

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- Each party agrees to protect the secrecy of, and to avoid disclosure or use of, the Confidential Information in order to prevent it from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
 - Neither party shall use, publish, or disclose, for any reason, the trade secrets contained in the Confidential Information.
5. **Termination.** Either party may terminate the use of its Confidential Information by the other party at any time without any liability for such termination, but the obligations of both parties regarding use and disclosure of Confidential Information shall not terminate until five (5) years after the last date on which Confidential Information is disclosed.
6. **Retention and Surrender of Proprietary Information.** All Confidential Information disclosed pursuant to this Agreement, is and will remain the sole and exclusive property of the disclosing party. Upon receipt of a written notice, the non-disclosing party will return all originals and copies of all Confidential Information to the disclosing party within five (5) business days of receipt of such written notice. Except as expressly provided herein, this Agreement shall not be construed as granting or conferring, either expressly or impliedly, any right, license or interest in or to the Confidential Information.
7. **Remedies.** If either party commits a breach or is about to commit a breach of any of the provisions of this Agreement, the other party shall have the right to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction and without having to prove the inadequacy of the available remedies at law, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury and that money damages will not provide an adequate remedy. In addition, the non-breaching party may take all such other actions and remedies available to it under law or in equity and shall be entitled to such damages as it can show it has sustained by reason of such breach. The remedies set forth in this Agreement are cumulative, and the election of one remedy shall not preclude a party from pursuing any and all other legal remedies.
8. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Switzerland. All disputes arising out of or in connection with this agreement, including disputes on its conclusion, binding effect, amendment, termination and cancellation shall be resolved in front of the Courts of CH-8832 Wollerau SZ, Switzerland. This Agreement shall be binding upon the parties hereto and upon their respective administrators, executors, legal

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representatives, successors and assigns. Only a writing duly executed by both parties may modify this Agreement. The Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. No waiver of any provision of this Agreement shall constitute a waiver of any other breach of this Agreement or a continuing waiver.

9. **Product Development and Marketing.** This Agreement does not restrict either party from developing new products, improving existing products, or marketing any new, improved or existing products. This Agreement does not commit either party to disclose any particular information, to develop, make, use, buy, sell or otherwise dispose of any existing or future product, or to favor or recommend any product or service of the other party. To be binding, any such restriction or commitment must be in writing and signed by both parties.

10. **Counterparts; Signatures.** This Agreement may be executed in several counterparts and all counterparts so executed shall constitute the agreement of the parties notwithstanding that they are not signatory to the original or to the same counterpart. A counterpart may be delivered via telecopy and the telecopy received will be deemed to be an original.

The parties have caused this Agreement to be executed by their authorized representatives.

IDS Microchip AG
Wächlenstrasse 5
CH-8832 Wollerau, Switzerland

Company _____

Address _____

Signature

Signature

Date: _____

Date: _____

By: Oluf Alminde

By: _____

Title: Director

Title: _____