MUTUAL NONDISCLOSURE AGREEMENT

NDA# (Contract No)

This «Type_Agreement» Nondisclosure Agreement (**'Agreement'**) is made as of *(Effective Date)* (**'Effective Date'**) by and between *(NXP Company Name)*, a corporation, having a place of business at *(NXP Company Address)* (**'NXP'**), and *(Company Name)*, having a place of business at *(Company Address)* (**'Company'**).

1. **Purpose.** Each party, including its Affiliates (collectively **'Discloser'**) may disclose information to the other party, including its Affiliates (collectively **'Recipient'**) related to any of Discloser's products, services or technologies for the purpose of evaluating the information in connection with a business relationship between the parties (**'Purpose'**).

2. **Confidential Information.** NXP contemplates disclosing information related to its products and services. Company contemplates disclosing information related to its products and services. Discloser's '**Confidential Information**' means any information or data that it may disclose (directly or indirectly, whether in writing or other tangible form, or orally, visually, electronically or other intangible form) to Recipient, which: (A) is identified as 'confidential', 'proprietary' or the like when disclosed, or (B) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure.

3. **Terms for Representative and Affiliate**. **'Representative'** means a third-party contractor, consultant, agent, representative or advisor, which is engaged by a party or its Affiliate under a written agreement. **'Affiliate'** means, with respect to a party, any legal entity that now or hereafter Controls, is Controlled by or is under common Control with the party; where 'Control' means the direct or indirect ownership of greater than fifty percent (50%) ownership of voting securities providing for the right to elect or appoint the majority of the board of directors or a similar managing authority . Each party will be liable for any failure of its Affiliates and Representatives to abide by the provisions of this Agreement as if the failure was the act or omission of the applicable party.

4. **Obligations.** Recipient will not: (A) use Discloser's Confidential Information for any purpose, other than the Purpose; (B) reverse engineer, decompile or disassemble Discloser's Confidential Information; or (C) disclose Discloser's Confidential Information to any third party, except to any of its Affiliates' or its Representatives' employees who (1) have a legitimate need to know the Confidential Information to accomplish the Purpose, and (2) are obligated to protect the Confidential Information pursuant to terms and conditions no less protective of Confidential Information than those contained in this Agreement. Recipient will protect Discloser's Confidential Information as required under this Agreement using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information of a like nature.

5. **Exclusions.** Recipient's obligations under Section 4 will not apply to any information that it can prove: (A) is lawfully possessed or known by Recipient, without use or disclosure restrictions; (B) is or becomes publicly available through no act or omission of Recipient; (C) is lawfully furnished to Recipient by a third party, without use or disclosure restrictions; or (D) is independently developed by Recipient without use of any of Discloser's Confidential Information.

6. **Required Disclosures.** A disclosure of Confidential Information by Recipient pursuant to law, regulation, or a valid court or governmental order will not be a breach of this Agreement, if, to the extent permitted by law, Recipient promptly after learning of the order or requirement notifies Discloser to give Discloser the opportunity to contest the disclosure or to seek available legal remedies to maintain the information in confidence. If the Recipient is required to disclose the information, it will disclose only the portion of the Confidential Information that is legally required and will take reasonable steps to ensure that the disclosed information is treated as confidential to the maximum extent permitted by law.

7. **As-Is Disclosures.** Discloser confirms that it has the right to disclose the Confidential Information it provides to Recipient. Confidential Information is provided 'as-is' with no warranty of any kind**.**

8. **Ownership; No Other Licenses.** Discloser's Confidential Information, including all copies, remain owned or controlled by Discloser. No licenses or other rights are granted or conferred under this Agreement, express or implied, under any patents, copyrights, trade secrets, trademarks, mask works or any other intellectual property rights.

9. **Term and Termination.** This Agreement begins on the Effective Date and continues for a period of three years. For each item of Confidential Information, the obligations of this Agreement will expire five years from the date of expiration or termination of this Agreement. Upon receipt of Discloser's written request, Recipient will promptly: (A) return (or destroy) all Discloser's Confidential Information, including all copies, and (B) confirm in writing its compliance with the requirement.

NOTE: TO ENABLE QUICK EXECUTION, NXP HAS PRE-SIGNED THIS MUTUAL NONDISCLOSURE AGREEMENT ("AGREEMENT"). ANY MODIFICATIONS TO THIS AGREEMENT WILL RENDER THIS AGREEMENT AND NXP'S SIGNATURE HERETO NULL AND VOID.

Notwithstanding the above, Recipient may retain: (1) backup copies of intangible Confidential Information produced in the ordinary course of business, for which destruction is not commercially feasible, and (2) an archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement, or to the extent required to comply with applicable law. Any Confidential Information retained will be held subject to the obligations of this Agreement.

   10. **Remedies.** Recipient acknowledges that if Discloser is required to bring an action to enforce the provisions of this Agreement, the damages may be irreparable and difficult to measure, and Discloser is entitled to seek equitable relief including a preliminary injunction in addition to any other relief available.

   11. **Compliance with Laws; Export Control.** Each party will comply with all applicable laws and regulations, including, but not limited to all export and import controls or restrictions, prohibited party lists, catch-all regulations, sanctions and embargoes.

   12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of *(Country or State of Jurisdiction)* without regard to any principle of conflicts of law. Any dispute arising hereunder will be resolved by the *(Court Location)* and the parties hereby agree that venue and jurisdiction for any related proceedings arising hereunder will lie exclusively with those courts.

   13. **Miscellaneous.** (A) Nothing in this Agreement will create a joint venture, partnership or agent relationship between the parties. (B) Neither party will assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and enforceable by the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this provision will be void. (C) A waiver of any right under this Agreement will not waive any other rights. No waiver, alteration, modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. (D) If any provision of this Agreement is held to be invalid, illegal or unenforceable, it will be considered amended to achieve the intent of the parties in a valid, lawful and enforceable manner. (E) This Agreement is the entire agreement regarding the subject matter and supersedes all prior agreements regarding the subject matter. (F) The parties do not consent to be bound by any government contract or subcontract provisions unless explicitly agreed to in writing to those provisions. (G) This Agreement may be signed and delivered electronically or by mail, and may be signed in counterparts, each of which is an original, and together they form one agreement.

   Authorized representatives of each party have executed this Agreement as of the Effective Date:

(NXP Company Name)

By:_____

Name: _____

Title: _____

(Company Name)

By: _____

Name: _____

Title: _____