

CONFIDENTIALITY COMMITMENT

The Semcon company placing an order or a request for quotation ("SEMCON") wishes to directly or indirectly disclose to the supplier ("Recipient") technical information (formulae, designs, patents, know-how, drawings, technical reports or data, specifications, list of materials, operating methods or processes) and commercial information in oral and/or written form ("Confidential Information") within the frame of the mutual co-operation. Recipient hereby agrees and undertakes as follows:

1. It will make no announcement about the mutual co-operation and its content to any third party.
2. It will maintain the confidentiality of the Confidential Information and will not disclose the same to any third party without SEMCON's prior express consent in writing.
3. It will restrict the number of its employees who shall have access to such Confidential Information to those employees with a need to know and shall ensure that such employees are aware of and undertake themselves to maintain the confidential nature of such Confidential Information.
4. It will not directly or indirectly use such Confidential Information for its own purposes either for or in relation to the manufacture of any products or in connection with any contracts or business dealings or arrangements with third parties, but shall in all respects, use such Confidential Information only within the frame of the mutual co-operation ("Purpose").
5. It will not duplicate or reproduce such Confidential Information except for circulation to its employees as defined in Clause 3. above.
6. All Confidential Information shall be treated by the Recipient as confidential except information that is agreed to be or which in fact is:
 - a) already known to Recipient at the date of its disclosure and which Recipient can prove by documentary evidence produced to SEMCON was already in its possession;
 - b) in the public domain at the date hereof or becomes public knowledge during the term of this Agreement other than through an act or default on the part of Recipient or its agents or employees;
 - c) disclosed to Recipient after the date hereof without any obligations of confidence by a third party who has not, directly or indirectly, obtained it from SEMCON, provided that Recipient promptly advises SEMCON hereto of such disclosure;
 - d) developed by employees, contractors, licensees or agents of Recipient independently of and without reference to any Confidential Information disclosed by SEMCON.
7. Confidential Information furnished pursuant to this Confidentiality Commitment by SEMCON shall remain the property of SEMCON and shall, at SEMCON request, forthwith be returned to SEMCON, together with all copies made by Recipient (in whatever form, electronic or otherwise) and by anyone to whom such Confidential Information has been made available by Recipient. In addition, any reports, analyses, notes, memoranda, presentations, summaries, or other documents or information prepared by or on behalf of Recipient which contain or reflect any Proprietary Information shall be destroyed. Upon request, Recipient shall provide to SEMCON a certificate confirming the return of all such Confidential Information and such destruction.

8. Confidential Information may only be passed on to third parties after previous written confirmation of SEMCON. Third parties have to be bound according to this Confidentiality Commitment. In the event third parties unrightfully pass on such Confidential Information Recipient transfers any rights resulting from such a unrightfully passing on to SEMCON. For the purpose of this Confidentiality Commitment any reference to "third party" shall mean any person, firm or company other than Recipient or SEMCON.
9. Recipient may use the established business relationship to SEMCON for advertising purposes only after having obtained previous written consent from SEMCON.
10. In the event of any legal action or proceeding or asserted requirement under applicable law or government regulations calling for disclosure of Confidential Information furnished hereunder, Recipient shall forthwith notify SEMCON and, upon request of SEMCON, shall cooperate with SEMCON in contesting such disclosure. If Recipient is nonetheless compelled to disclose Confidential Information, Recipient shall, at the request of SEMCON, use its best efforts to obtain assurances that such Confidential Information will be treated confidentially and, in addition, will comply with SEMCON's requests regarding the content and timing of any disclosure.
11. No license of or other interest in proprietary information shall be deemed to have been granted by SEMCON hereunder. SEMCON makes no representation, warranty or assurance under this Confidentiality Commitment as to the accuracy or completeness of the Confidential Information furnished or to be furnished, its sufficiency for any purpose, or the absence of any conflict or infringement of the patent, intellectual property or other rights of other parties and disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions there from. Notwithstanding any provision to the contrary contained herein, neither party hereto (including its subsidiaries) shall have any obligation arising under this Confidentiality Commitment or otherwise to provide any item of Confidential Information to the other party and SEMCON reserves the right to terminate discussions or negotiation at any time.
12. Changes and amendments of this Confidentiality Commitment have to be made in writing in order to be valid. This shall also apply to changes and amendments of this written form clause. Oral subsidiary agreements do not exist.
13. Should one of the provisions of this Confidentiality Commitment be or become invalid then the validity of the remaining part of this Confidentiality Commitment shall not be affected thereby. The parties are committed to replace the invalid provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.
14. Type and scope of a possible cooperation are agreed upon separately between the parties. A right on conclusion of a cooperation-, development- or other agreements does not exist.
15. This Confidentiality Commitment shall be construed in accordance with and governed by the laws of Germany excluding its conflicts of laws provisions.

Place of performance and place of jurisdiction shall be the legal seat of the respective Semcon company being in a contractual relationship to the supplier.