



# NDA

Effective Date \_\_\_\_\_

In order to protect certain confidential information, Jazz Semiconductor, including its affiliates ("Jazz") as one party, and \_\_\_\_\_ ("Customer") as the other party, agree that:

- "Confidential Information" (also referred to as "CI") means all information, documents, data, reports, interpretations, forecasts, analyses, compilations, studies, ideas, inventions (whether or not patentable), trade secrets and works of authorship, records or other documents of or concerning the disclosing party or its affiliates (the "Disclosing Party"), any proprietary information of any third party, information provided by the Disclosing Party to the receiving party (the "Recipient") or obtained by the Recipient from another source, or information disclosed in circumstances of confidence or would be understood by the Parties, exercising reasonable business judgment to be confidential, whether in oral, written or electronic form, including without limitation all information obtained by Recipient from any website hosted by or on behalf of the Disclosing Party that is not accessible to the general public but is accessible via a password and user name.
- The Recipient shall not disclose CI to any third party (except as provided herein below) and shall make use of CI only for the following purpose ("Purpose"):  
 Jazz: **Evaluation of Customer designs for possible manufacture by Jazz, or Tower and any such manufacture.**  
 Customer: **Evaluation of Jazz or Tower processes and design components for possible manufacture by Jazz or Tower of Customer designs and any such manufacture.**
- The Recipient's duties hereunder expire 5 years from the date of disclosure.
- Recipient shall protect the disclosed CI from any unauthorized use, dissemination or publication using the same degree of care Recipient uses to protect its own information of a like nature and sensitivity, but no less than a reasonable degree of care. Recipient will not disclose any of the disclosing party's CI, except to its employees, bankers, accountants, attorneys, consultants or subcontractors who have a need to know for the Purpose and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein. Recipient takes full responsibility over the consequence of breach of confidentiality by its employees bankers, accountants, attorneys, consultants and subcontractors. Recipient will immediately notify Discloser in writing in the event of any loss or unauthorized disclosure of Confidential Information.
- This Agreement imposes no obligation upon Recipient to the extent any CI (a) was rightfully in Recipient's possession before receipt thereof under this Agreement; (b) is generally available to the public at the time of disclosure or becomes public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) was independently developed by Recipient, as evidenced in writing. Recipient may disclose CI under operation of law, regulation or other applicable judicial or governmental order. Recipient will timely notify the Disclosing Party of such disclosure requirement in advance of the required disclosure so as to allow the Disclosing Party the opportunity to oppose or limit such disclosure.
- Each Disclosing Party warrants that it has the right to make the disclosures made under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".
- Neither party acquires any intellectual property rights under this Agreement. CI of Disclosing Party shall remain the property of the Disclosing Party, and shall be returned to the Disclosing Party immediately upon written request, or destroyed at the Disclosing Party's option. Recipient agrees to promptly provide written confirmation to Disclosing Party of its compliance with any such request by the Disclosing Party.
- This Agreement imposes no obligations on either party to purchase, sell, license, transfer or otherwise dispose of any technology, service or products or enter into any other business relationship with the other party.
- Recipient acknowledges its obligations to control access to technical data received under this Agreement under U.S. export laws and regulations, including but not limited to the Export Administration Regulations and the International Traffic in Arms Regulations and agrees Recipient will not export outside the United States, if a United States company or citizen, or re-export, if a foreign company or citizen, except as permitted by the laws and regulations of the United States. CUSTOMER HEREBY DECLARES THAT THE CI TO BE DISCLOSED HEREUNDER (INITIAL ONE):  
 \_\_\_ is not intended for use in or related to any item that is or is intended to be designed, developed, configured, adapted or modified for a military application or for use in any such item, or any radiation hardened or space application.  
 \_\_\_ is intended for use in or related to any item that is or is intended to be designed, developed, configured, adapted or modified for a military application or for use in any such item, or any radiation hardened or space application.
- It is understood and agreed that the unauthorized use or disclosure of any CI would cause irreparable harm to the Disclosing Party. Accordingly, Recipient agrees that the Disclosing Party will have the right to seek an immediate injunction against any breach or threatened breach of this Agreement without the need for proof of actual damages, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
- No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any future exercise thereof or any exercise thereof under applicable law or in equity. This Agreement is the entire and only agreement between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, discussions and agreements with respect to such subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement may be executed in counterparts. This Agreement may not be assigned by either party without the other's prior written consent.
- This Agreement, as well as any disputes arising out of or relating to this Agreement, shall be interpreted under and governed by the laws of the State of California. Any disputes arising out of or relating to this Agreement and not resolved by the parties themselves shall be commenced solely in the federal or state courts located within the State of California. In such event, each party irrevocably agrees to submit to the personal jurisdiction of such courts and irrevocably waives any objection to such venue. The parties agree that the State of California has a reasonable relationship to the subject matter of this Agreement and that there is a reasonable basis for the selections of governing law and venue set forth above.

_____	Signature	_____
_____	Name	_____
_____	Title	_____
Jazz Semiconductor	Company Name	_____
4321 Jamboree Road, Newport Beach, CA 92660	Address	_____