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NON-DISCLOSURE AGREEMENT (“Agreement”)

In order to protect certain Confidential Information, the Parties hereunder agree that:

1. Effective Date: The effective date of the Agreement is: the date of signature.

2. Parties: **STMicroelectronics International N.V.**, acting for purposes of this Agreement through its Swiss branch, located in 39, Chemin du Champ-des-Filles, 1228 Plan-les-Ouates, Geneva, Switzerland (hereinafter “ST”),

and

....., having its registered address at
.....
..... (hereinafter “COMPANY”)

3. ST and COMPANY may be referred to individually as a “Party” and, collectively as the “Parties”. The Party disclosing Confidential Information will be referred to as the “Discloser” and the Party receiving Confidential Information will be referred to as the “Recipient”.

4. Description: The Confidential Information disclosed under this Agreement consists of:

Non-public financial, business and technology- related information of either Party, in any form, including without limitation, know-how, techniques, methods, processes, compositions, formulae, plans, drawings, images, specifications, programs, software, codes, designs, algorithms, semiconductor mask work and mask reticles.

5. Purpose: The Parties agree to exchange Confidential Information on the terms and conditions set forth in this Agreement, for the following purpose: to review the possibility of selecting the Company to participate in ST's ST-Up Accelerator Program described at link: www.st.com/st-up (the “ST-Up Program”), and to the extent selected, to perform the ST-Up Program.

6. Confidentiality Period: The obligations contained in this Agreement shall continue for a period of 5 (five) years from receipt of the particular Confidential Information, regardless of termination or expiration of this Agreement.

7. Standard of Care: Recipient shall: (i) keep all disclosed Confidential Information strictly confidential by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature, (ii) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein), (iii) use the Confidential Information solely for the Purpose set forth in Article 5 above and not otherwise use the Confidential Information in the design or manufacture of its products or the design of its processes, or in any other manner, (iv) not reverse engineer, decompile, disassemble, modify, adapt, translate or otherwise alter in any way, any prototype, product, sample, software, schematic, flowchart or other tangible objects which embody the Confidential Information, except if so authorized in writing by the Discloser and (v) make the Confidential Information available only to those employees, who have a reasonable need for such information for the Purpose set forth in Article 5 above, are aware of the confidential nature of such Confidential Information and are bound by their employment agreement or

otherwise by an appropriate obligation of confidentiality no less stringent than the terms of this Agreement.

The Parties acknowledge that the Recipient may disclose Confidential Information received from the Discloser to its contractors, subcontractors, agents, independent consultants, or similar entities, upon prior written consent of the Discloser. In the event the Discloser gives such consent, the Recipient warrants that any of its contractors, subcontractors, agents, independent consultants or such other similar entities to which Confidential Information is disclosed will be bound and will abide by terms no less stringent than the terms of this Agreement. Any breach by such contractors, subcontractors, agents, independent consultants, or similar entities shall be treated as a breach by the Party disclosing the Confidential Information to such entity.

Each Party agrees to promptly notify the other Party in writing of any misuse or misappropriation of the other's Confidential Information that may come to its attention.

8. Marking: Recipient's obligations shall only extend to Confidential Information that (i) is marked as confidential at the time of disclosure, or (ii) if not marked, such as given orally, is identified as confidential in a written memorandum sent to Recipient.

Any public announcement with respect to the content or the existence of a commercial relationship or agreement between the Parties, or the possibility thereof, shall be made only with prior consultation and mutual agreement of the Parties.

9. Exclusions: Information received from the Discloser shall not be deemed to be Confidential Information if:

- a. The information is or becomes available to the public without breach of this Agreement by the Recipient;
- b. The Discloser agrees in writing that it can be disclosed by Recipient to a third party without restriction;
- c. The Confidential Information is known to Recipient prior to its receipt, and/or later is disclosed to Recipient by a third party, in which case Recipient shall owe to Discloser duties of non-disclosure no more stringent than those, if any, owed to the third party from whom the information was received; or,
- d. The information is independently developed by employees of Recipient without use of the Confidential Information.

A disclosure of Confidential Information by the Recipient in response to a valid order by a court or governmental body or as otherwise required by law shall not be considered to be a breach of this Agreement; provided, however, that the Recipient shall provide prompt prior written notice thereof to the Discloser (including notice as to the extent and type of information to be disclosed) in order to allow the Discloser to seek a protective order or to utilize other available procedures to protect such Confidential Information. Recipient agrees to provide reasonable assistance to the Discloser in protecting any such disclosure.

10. Warranty: Each Discloser warrants that it is entitled to make the disclosures under this Agreement. No other warranties are made under this Agreement, including but not limited to that (i) the Confidential Information is accurate or reliable for any purpose whatsoever and (ii) the Confidential Information does not infringe any rights that may be held by a third party in respect of any such information. **Any information exchanged under this Agreement is provided "AS IS".**

11. Rights: Save if otherwise provided in the other legal documentation governing the ST-Up Program, nothing in this Agreement shall be construed to grant to Recipient any right or license either express or implied, under any patent, patent application, trademark, copyright, maskwork, trade secret, or other intellectual property right now or hereafter owned or controlled by the other Party except the limited right to carry out the purposes set forth in Article 5.

12. No Obligations: This Agreement does not create any obligation for either Party to enter into any further contractual arrangements of any kind and does not grant either one the right to demand the other the delivery of any information and that the exchange of information will always have an optional character.

13. Relationship: This Agreement does not create any agency, partnership or joint venture relationship. This Agreement does not prevent ST to operate with similar or competing companies and/or for similar or competing project or technology in no way whatsoever.

14. Affiliates: Both Parties agree that Confidential Information, as described herein, disclosed by an Affiliate to a Party, by a Party to an Affiliate or between Affiliates will be governed by this Agreement, and that the Recipient is permitted to disclose Confidential Information to any of its Affiliates who have a reasonable need for such information for the purpose set forth in this Agreement. The Parties shall ensure that such Affiliates comply with the provisions of this Agreement. For the purposes of this Agreement, Affiliate shall mean any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with, such Party hereto, for so long as such ownership exists. For the purposes of the foregoing, "own," "owned," or "ownership" shall mean ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

15. Export: Each Party shall comply with all applicable export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.

16. No Assignment: Neither Party shall assign or transfer the Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

17. Severability and waiver: If any provision of this Agreement, or the application of such provision, is invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect. The failure by either Party to enforce any provision of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its right hereunder.

18. Controlling Law: This Agreement and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of Switzerland, excluding its conflict of laws provision.

19. Dispute Resolution: In the event of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall attempt to resolve such dispute through amicable negotiation in good faith and by all reasonable and appropriate means.

If the Parties are unable to resolve the dispute, then it shall be finally settled by the competent Court of Geneva, Switzerland.

Each Party acknowledges that any disclosure, use or misappropriation of Confidential Information of the other Party in breach of this Agreement may cause such Party immediate and irreparable harm and that monetary damages may not constitute an adequate remedy. Accordingly and notwithstanding the foregoing, each Party agrees that the other Party shall have the right to apply to any court of competent jurisdiction to seek injunctive relief or other orders prohibiting any breach or threatened breach hereof.

20. Termination: This Agreement shall be valid from the “Effective Date” written above and remain valid for a period of two (2) years thereafter, unless terminated earlier by either Party by giving thirty (30) days prior written notice to the other Party of its intent to terminate this Agreement. Upon termination The Recipient shall (i) cease using the Confidential Information, (ii) return or destroy the Confidential Information and all copies, notes or extracts thereof to the Discloser within thirty (30) business days of receipt of request; and (iii) upon request of the Discloser, confirm in writing that the Recipient has complied with the obligation set forth in this Article.

Articles 6, 10, 11, 12, 14, 15, 18, 19, 20 and 21 shall survive the termination of this Agreement.

21. Data Privacy: If, within the framework of the Purpose of this Agreement as set forth in Section 5 above, a Party or the Parties consider that personal data must be exchanged for the purpose of processing them, the Parties must come together in order to define the terms and conditions applying to the processing of personal data.

22. Counterparts: This Agreement may be executed by the Parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument (whether originally signed or through facsimile, scan or other electronic copies of such signatures). Any Party may enter into this Agreement by executing any such counterpart.

IN WITNESS WHEREOF, ST and the COMPANY hereby execute this Agreement.

STMicroelectronics International N.V.

.....

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____