



## INTEGRA TECHNOLOGIES SILICON VALLEY LLC NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”), is made on this \_\_\_\_ day of \_\_\_\_\_, 202X, by and between **INTEGRA TECHNOLOGIES SILICON VALLEY LLC**, a Delaware corporation having an office at 1635 McCarthy Blvd., Milpitas, CA 95035 along with **[ENTER OTHER PARTY NAME HERE]** a **[ENTER STATE OF INCORPORATION HERE]** corporation having an office at **[ENTER OTHER PARTY PRIMARY ADDRESS HERE]**. The Party from time to time disclosing Confidential Information, as herein defined, shall be referred to as the “Disclosing Party” with respect to such Confidential Information and the Party from time to time receiving such Confidential Information shall be referred to as the “Receiving Party” with respect to such Confidential Information. Each of the Disclosing Party and Receiving Party shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, the Parties intend to enter into discussions concerning a potential transaction in connection with certain products or services related to the Description Here (the “Purpose”); and

**WHEREAS**, it is anticipated that the Purpose will require the disclosure by the Disclosing Party of certain non-public and proprietary information to the Receiving Party, to be used by the Receiving Party only for the foregoing Purpose and under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, the Parties agree as follows:

**1. Confidential Information:** “Confidential Information” means any non-public, confidential and/or proprietary information, whether or not regarding the Purpose, that the Disclosing Party may from time to time provide to the Receiving Party, whether in oral, written, visual, electronic or other form concerning the purpose or containing or otherwise incorporating information relating to the purpose or Disclosing Party or its Affiliates (as hereinafter defined) including, but not limited to copyright, trade secret and other proprietary information, client or customer data, financial data, operational data, procedures, processes, results of experimentation and testing, customer or vendor lists, pricing or cost information, product/service specifications, prototypes, computer programs, models, photographs, drawings, designs, schematics, parts lists, test plans and specifications, marketing plans, business plans, personnel statistics, economic, commercial, marketing, structural, environmental and financial information, contracts, leases, purchase agreements, service agreements, loan documents, business plans, specifications, accounting and other financial data, development and marketing plans, strategies, studies, records, forecasts, interpretations, budgets or projections. All disclosures made by Disclosing Party to Receiving Party shall be presumed to be of Confidential Information, and failure to mark any of the Confidential Information as confidential, proprietary or protected shall not affect its status as Confidential Information under this Agreement. The Disclosing Party may also disclose information furnished to it by third parties, which, for purposes of this Agreement, shall all be deemed as Confidential Information belonging to the Disclosing Party.

**2. Use of Confidential Information:** Receiving Party agrees that it and its Representatives (hereafter defined) shall use the Confidential Information solely for the purpose of evaluating the purpose, and that Receiving Party and its Representatives will keep in confidence and trust all Confidential Information disclosed to it by Disclosing Party. The Receiving Party shall in any and all time: (i) treat and maintain all Confidential Information in the strictest confidence, using the utmost care to protect such Confidential Information; (ii) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party; (iii) not use any Confidential Information other than for the Purpose of this Agreement and in accordance with the terms of this Agreement; (iv) to the extent that any portion of the Confidential Information contains proprietary and confidential notices or legends, the Receiving Party shall not remove such notices or legends; and (v) not allow duplication, either by photocopy or other reproduction means, including facsimile, of Confidential Information without the prior written consent of the Disclosing Party. Receiving Party shall not reverse engineer,

disassemble or decompile any samples, prototypes, software or other tangible objects provided by Disclosing Party without prior written consent from Disclosing Party. Receiving Party, without the prior written consent of Disclosing Party, may disclose Confidential Information to its Representatives who need such information for the purpose of evaluating the possible transaction concerning the products or services (or any interest therein) and who are informed in advance by Receiving Party of the confidential nature of such information and the terms of this Agreement. Receiving Party will not disclose to any Person either the fact that discussions or negotiations are taking place concerning proposed arrangements between the Parties or any transaction, or any of the terms, conditions or other facts with respect to any such arrangements or transaction, including the status thereof except as described in the preceding sentence. The Receiving Party agrees to be responsible for any breach of this Agreement by any of its Representatives. The Receiving Party shall promptly advise the Disclosing Party in writing in the event the Receiving Party becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by the Receiving Party or its Representatives and provide assistance to the Disclosing Party to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information.

**3. Non- Circumvention:** During the Term of this Agreement, the Parties agree on behalf of itself and its Affiliates that it shall not divert or attempt to divert any business of the other Party or its Affiliates involving the subject products or services.

**4. Certain Definitions:** As used in this Agreement, the term "Party" includes parents and subsidiaries of the Party and any other Person or entity that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the Party ("Affiliates"). For purposes of this definition, "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities or by contract or otherwise. The term "Person" shall mean any individual or any corporation, company, group, partnership or any other legally recognized entity. As used in this Agreement, "Representatives" shall mean any directors, officers, employees, advisors, agents or other representatives of a Party, including, without limitation, attorneys, accountants, consultants, brokers, and financial advisors, in each case who have an obligation or duty of confidentiality to such Party.

**5. No Conflict:** The Parties represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder and that it is not and will not, during the term of this Agreement, be under any obligation to any other Person that is inconsistent with the terms of this Agreement.

**6. Exceptions:** The obligations under Section 2 above shall not apply to specific information which: (i) is or becomes part of the public domain, without violation of this Agreement by the Receiving Party; (ii) Receiving Party can demonstrate by written records that it was rightfully known to the Receiving Party without any limitation on use or disclosure prior to receipt of the same from the Disclosing Party; (iii) is legally transmitted or disclosed to Receiving Party by a third party, which has the right to do so and has no obligation of confidentiality to the Disclosing Party; and (iv) is developed by Receiving Party independent of any Confidential Information of Disclosing Party and which can be proven by contemporaneous written records. The Receiving Party shall not be prevented from disclosing Confidential Information if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that in either event, the Receiving Party, to the extent permitted by law, has first given prompt prior written notice to the Disclosing Party and made reasonable efforts to prohibit or limit such disclosure and to protect the confidentiality of any Confidential Information from public disclosure.

**7. Ownership of Confidential Information:** Nothing in this Agreement, nor the disclosure of Confidential Information, shall be construed or interpreted as granting any license, copyright or other interest in or to any Confidential Information. All Confidential Information and all right, title and interest therein are and shall remain at all times, the property of the Disclosing Party.

**8. Warranty:** The Confidential Information provided under this Agreement by the Disclosing Party is provided "AS IS". The Disclosing Party makes no representations or warranties of any kind, including, without limitation, that any Confidential

Information disclosed to the Receiving Party is complete, exact, accurate, or sufficient for any particular purpose or for any use of results based on that Confidential Information.

**9. Return of Confidential Information:** The Receiving Party and its Representatives, when requested by Disclosing Party, or, if not so requested by Disclosing Party, promptly after the purposes for which the Confidential Information was furnished have been accomplished, shall promptly and at Disclosing Party's option either return to the Disclosing Party or destroy all Confidential Information, including all records and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Confidential Information or any portion thereof, whether in its possession or under its control, and shall certify to the Disclosing Party in writing its compliance with the provisions in this Section 9, provided, however, that the Receiving Party shall not have any obligation to erase any Confidential Information maintain on computer or network backups maintained by the Receiving Party in the ordinary course of its business, provided, further, that Receiving Party continues to treat any Confidential Information contained thereon in accordance with the confidentiality provisions herein.

**10. Injunctive Relief:** The Receiving Party recognizes, acknowledges and agrees that any violation of this Agreement may cause immediate and irreparable harm to the Disclosing Party and its principals for which monetary damages may not adequately remedy and that the Disclosing Party might not have an adequate remedy at law in the event of actual or threatened violation by the Receiving Party of this Agreement. Without prejudice to rights and remedies according to the Rule of Law, Receiving Party therefore agrees that injunctive relief or an appropriate decree of specific performance or any other appropriate equitable relief may be sought against it, and without the Disclosing Party posting bond, in order to remedy, or to prevent a violation hereof on an emergency basis without notice. The parties further agree that in the event litigation is commenced as a result of the failure of performance of this Agreement, the prevailing Party in such litigation shall be awarded a reasonable attorneys fee and costs.

**11. Term and Effect:** The term of this Agreement shall be five (5) years unless terminated by either Party upon written notice. The confidentiality and non-use obligations hereunder shall continue for a period of five (5) years from the effective date of termination of this Agreement, except for information which is a "trade secret" under applicable law, which shall be held in confidence for so long as it retains its status as a trade secret. The provisions of sections 1, 2, 3, 7, 9, 10, 11, 13, 14, 15, 16, 17, 18 and 19 shall survive the termination of this Agreement.

**12. Severability:** In the event that it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement.

**13. Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Parties submit to the sole and exclusive jurisdiction of the courts of the State of Delaware for any dispute arising out of or in connection with this Agreement and do hereby waive any objections based on venue or inconvenient forum.

**14. Assignment:** The Parties may not assign any rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties.

**15. Relationship:** Nothing in this Agreement obligates either Party to disclose Confidential Information or other information to the other Party. Disclosure, receipt and use of any Confidential Information shall under no circumstances be construed as a commitment by, or a requirement for, either Party to enter into any contract or other business relationship (except as otherwise specifically agreed by the Parties in writing), or limit either Party from entering into any business relationship with any third parties. The relationship of the Parties established by this Agreement is that of independent parties or contractors, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, or other agency relationship between the Parties. Under no circumstance shall any of the employees of one Party be deemed to be employees of the other Party for any purpose.



16. **Notices:** Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be sent by registered or certified mail, return receipt requested or by nationally recognized overnight courier. Such notices shall be deemed to be given (i) if sent by registered or certified mail, return receipt requested – three (3) business days after the day of dispatch or (ii) if sent by overnight courier - on the next business day after deposit with the courier for next business day delivery.

17. **Export Regulations:** Notwithstanding any other provision of this Agreement, neither Party shall export any technical Confidential Information acquired under this Agreement or any commodities using such Confidential Information to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval.

18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written instrument executed subsequent to the date hereof and duly signed by both Parties. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

19. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Facsimile signatures or scanned signatures sent by email shall bind the parties and shall, for all purposes, be deemed as if original signatures thereof.

IN WITNESS THEREOF, the Parties duly executed this Agreement as of the date first written above.

**INTEGRA TECHNOLOGIES  
SILICON VALLEY LLC**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Other Party Here**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)