

**Impulse Semiconductor Inc.**  
**CONFIDENTIAL DISCLOSURE AGREEMENT**

This CONFIDENTIAL DISCLOSURE AGREEMENT is made as of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_,

("Recipient") having a place of business at \_\_\_\_\_

\_\_\_\_\_, and Impulse Semiconductor Inc., having a principal place of business in San Jose, CA. The parties hereby agree that disclosures of Confidential Information to Recipient shall be governed by the following terms and conditions.

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Impulse Semiconductor Inc. to Recipient including, but not limited to, that which relates to research, product plans, products, services, customers, markets, business plans, business strategies, business alliances or partnerships, proprietary software, marketing, or finances, which Confidential Information is clearly marked as being "confidential" or "proprietary" (or a similar restrictive legend) or, if given in non-tangible form, is summarized and confirmed promptly in writing as being confidential or proprietary. Confidential Information does not include any information which: (a) is known to Recipient at the time of disclosure; (b) is independently developed by Recipient by its employees who do not have access to the Confidential Information; (c) becomes known to Recipient from another source without confidentiality restriction on subsequent disclosure or use; or (d) is or becomes part of the public domain through no wrongful act of Recipient.

**2. Purpose for Disclosure.** Recipient may only use Confidential Information for the following purpose (the "Purpose"): \_\_\_\_\_

**3. Non-Disclosure of Confidential Information.** Recipient acknowledges that Confidential Information constitutes valuable trade secrets of Impulse Semiconductor Inc. and agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Confidential Information as it uses to protect its own Confidential Information. Recipient agrees to disclose Confidential Information only to its employees with a direct need to know for the Purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove the proprietary notices of Impulse Semiconductor Inc. from Confidential Information, and this Agreement imposes no obligations on Impulse Semiconductor Inc. to develop, sell,

license or otherwise make available any technology or products, or enter into any further agreements with Recipient.

**4. Mandatory Disclosure.** In the event that Recipient or its Representatives is requested or required by legal process or applicable regulations or laws to disclose any of the Confidential Information of Impulse Semiconductor Inc., Recipient shall give prompt notice to Impulse Semiconductor Inc. so that Impulse Semiconductor Inc. may seek a protective order or other appropriate relief. If such protective order is not obtained, Recipient shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.

**5. Remedies.** Recipient agrees that in the event of an unauthorized use of any Confidential Information, Impulse Semiconductor Inc. will not have an adequate remedy at law, and is entitled to injunctive relief.

**6. Term.** The foregoing commitments of the Recipient shall survive for a period of three (3) years after the date of this Agreement.

**7. Warranty.** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", AND IMPULSE SEMICONDUCTOR INC. DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

**8. General.** The receipt of Confidential Information under this Agreement will not in any way limit Impulse Semiconductor Inc. from: (a) providing to others products or services that may be competitive with products or services of the Recipient; (b) providing products or services to others who compete with Recipient; or (c) assigning its employees in any way Impulse Semiconductor Inc. may choose.

**9. Other.** (a) Assignment. This Agreement is not assignable or transferable by either party; any attempted assignment will be void and without effect, unless such assignment is agreed to in writing by both parties. (b) No Other Rights. No license or transfer of intellectual property rights in any Confidential Information is provided hereunder, either expressly or by implication, estoppel or otherwise. (c) No Agency. This Agreement does not create any agency or partnership relationship. (d) Export. The parties acknowledge that the export of Confidential Information may be subject to regulations which may prohibit the export of such information to certain foreign countries or the disclosure of such information to certain foreign nationals. The parties, therefore, agree to comply strictly with all applicable export laws, regulations, executive orders and the like. (e) Choice of Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, excluding its choice of laws rules. (f) Complete Agreement. This Agreement constitutes the complete agreement between the parties on the subject matter identified herein. Any modifications to this Agreement must be made in writing and signed by both parties.

**Impulse Semiconductor Inc.**

**RECIPIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

ROSARIO CONSIGLIO  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
NAME (PRINT OR TYPE)

TITLE: PRESIDENT \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_