

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made as of the _____ day of _____, 202____, by the following parties (each, together with its Affiliates, a “**Party**”):

- **SemiDice, LLC**, a California limited liability company, a **Micross** company having an office at 10961 Bloomfield St., P.O. Box 3002, Los Alamitos, CA 90720
- _____
- _____

1. **Purpose:** The Parties intend to exchange Confidential Information for the purpose of discussing, evaluating, and collaborating regarding the applications of their technologies to facilitate the exchange of goods and/or services between the Parties: [Choose one:] ☐ for various programs and applications
☐ for _____ (the “**Purpose**”).

2. **Confidential Information**

2.1 “**Confidential Information**” means anything:

- a. that is confidential, proprietary, non-public, or otherwise protected (“**Protected**”) by Discloser,
- b. in any form (written, visual, disclosed orally, tangible, or in any other form), and
- c. that is disclosed or otherwise shared by a Party (“**Discloser**”) with another Party (“**Recipient**”) via their employees, agents, consultants, professional advisors, or other representatives (“**Representatives**”).

2.2 Discloser shall make commercially reasonable efforts to mark the Confidential Information as Protected, but anything not marked will still be deemed Confidential Information if a reasonable person in the field would expect it to be Protected based on the surrounding facts and circumstances.

3. “**Confidentiality Obligations**”: Recipient agrees that it and its Representatives shall:

- a. use Confidential Information solely for the Purpose;
- b. disclose Confidential Information only to its Representatives who:
 - i. need to use the Confidential Information in furtherance of the Purpose,
 - ii. informed in advance that the Confidential Information is Protected,
 - iii. are under obligations to protect the Confidential Information that are at least as restrictive as the obligations in this Agreement, and
 - iv. are not in competition with Discloser with respect to the goods and services related to the Purpose (“**Approved Persons**”);
- c. protect all Confidential Information using at least the same degree of care that Recipient utilizes to protect its own information of a similar nature, and no less than reasonable care;
- d. not, without Discloser’s prior written consent or as otherwise expressly authorized in this Agreement:
 - i. (a) disclose to or discuss with anyone other than the Parties or their Approved Persons, (b) publish, (c) communicate, or (d) disseminate:
(x) any Confidential Information, (y) the existence of this Agreement, or (z) that discussions are occurring between the Parties;
 - ii. remove from the Confidential Information any markings indicating its status as Protected;
 - iii. reproduce Confidential Information except as reasonably required to support the Purpose; or
 - iv. make, have made, use, or sell anything produced or derived from Confidential Information; and
- e. not reverse engineer, disassemble, decompile, or decode any Confidential Information or anything produced or derived from Confidential Information.

4. **Exceptions:**

- 4.1. The Confidentiality Obligations do not apply to Confidential Information that can be proved by written records:
- a. is or becomes publicly available other than due to a violation of this Agreement,

b. was in Recipient's possession or was otherwise known to Recipient prior to receipt from Discloser, or is obtained thereafter from a source other than Discloser, provided that the source was not under an obligation of confidentiality to Discloser, or

c. was developed by Recipient independent of any Confidential Information.

4.2. Notwithstanding any Confidentiality Obligations to the contrary, Recipient may disclose Confidential Information to the extent required to comply with law or court order, provided that Recipient, to the extent permitted by law, (i) gives prior written notice to Discloser, (ii) limits the disclosure to the minimum amount required, and (iii) makes reasonable efforts to assist Discloser in any lawful efforts to limit the disclosure.

5. Nothing Implied

5.1. All Confidential Information shall remain the property of Discloser. Nothing in this Agreement shall be construed as granting any license, right or other interest in or to any Confidential Information.

5.2. Discloser: (a) provides the Confidential Information "AS IS", (b) makes no representations or warranties, including without limitation, regarding its completeness, accuracy, condition, performance, or sufficiency or suitability for any particular purpose or use, and (c) shall not be liable for any claim related thereto.

5.3. The relationship of the Parties is that of independent contractors. Nothing in this Agreement may be construed to: (a) obligate a Party to disclose any information to another Party, (b) require a Party to enter into a contract or business relationship with another Party, (c) create a partnership, joint venture, or agency between the Parties; or (d) limit a Party from entering into a business relationship with anyone that is not a Party.

6. Compliance with Law: Each Party, in the context of its use of Confidential Information, shall comply with all applicable laws and regulations, including without limitation, all U.S. and non-U.S. export control laws, regulations, orders, and authorizations ("**Export Regulations**"). In particular, no Party shall export, re-export or transfer any Confidential Information without first obtaining (a) all required licenses, approvals, and authorizations and (b) Discloser's written consent, provided, however, such consent shall not relieve Recipient of any compliance obligations. Discloser shall inform Recipient whether Confidential Information is controlled under any Export Regulations and of all restrictions pertaining thereto (such as relevant jurisdiction, export control classification numbers, and export licenses/approvals).

7. Return or Destruction:

7.1. Upon (a) request by Discloser, (b) termination or expiration of this Agreement, or (c) completion of the Purpose, Recipient shall promptly: (x) cease all use of Confidential Information, (y) at Discloser's option either return or destroy all Confidential Information, including without limitation all copies, notes, and other documentation generated by Recipient and tangible items related thereto, and (z) certify to Discloser in writing Recipient's compliance with this section.

7.2. Notwithstanding the foregoing, Recipient may retain Confidential Information required to be retained to comply with legal or quality requirements or electronic copies that are stored in electronic archives in accordance with Recipient's standard practices for backing up its information systems and are only accessible by the Recipient's information systems administrators. Any such retained Confidential Information shall continue to be protected pursuant to Confidentiality Obligations for as long as it is held by the Recipient.

8. Breach; Remedies:

8.1. Recipient agrees to be responsible for any breach of this Agreement by anyone to whom it disclosed Confidential Information. In such event, Recipient shall promptly notify Discloser in writing and assist Discloser in mitigating any damages and limiting any further violation.

8.2. Recipient acknowledges and agrees that, due to the valuable and unique nature of the Confidential Information, any violation of this Agreement will cause immediate, irreparable, and significant injury to Discloser, the extent of which will be difficult to ascertain and for which monetary damages or other remedy at law will not provide an adequately remedy. Therefore, Recipient expressly agrees that Discloser shall be entitled to an immediate injunction and any other equitable relief, without the necessity of posting bond, to remedy or prevent a violation of this Agreement, in addition to all other available rights and remedies.

8.3. The Parties agree that in the event litigation is commenced as a result of an alleged breach of this Agreement, the prevailing Party shall be awarded reasonable attorney's fees and costs.

8.4. The exercise of any right, privilege, or remedy shall not be waived by any failure or delay, and any waiver thereof shall not apply to future circumstances or other rights, privileges or remedies, nor modify this Agreement.

9. Term and Effect:

- 9.1. This Agreement is in effect from the Effective Date until the earlier of (a) five (5) years thereafter or (b) the date terminated by a Party (the “**Term**”), which may occur at any time upon written notice to the other Party(ies).
- 9.2. The Confidentiality Obligations shall continue for a period of five (5) years after the end of the Term except as otherwise provided in 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.
- 9.3. The Parties’ obligations, which by their nature extend beyond the termination of this Agreement shall survive the termination or expiration of this Agreement.

10. 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 or conflict of law provisions that would cause the application of the laws of any other jurisdiction. For any dispute in connection with this Agreement, the Parties submit to the sole and exclusive jurisdiction of the courts thereof and do hereby waive any objections based on venue or inconvenient forum.

11. Miscellaneous

- 11.1. “**Affiliate**” means a legal entity that Controls, is Controlled by, or is under common Control with, a party to this Agreement. “**Control**” means possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract, or otherwise.
- 11.2. If a governmental body finds that a provision of this Agreement is illegal, invalid or unenforceable, (a) the remainder of this Agreement shall be unaffected and (b) such provision shall be reformed to the minimum extent necessary to best accomplish the objectives of such provision within the limits of applicable law.
- 11.3. The Parties may not assign any part of this Agreement without the prior written consent of the other Party(ies), except to an affiliate or successor in interest, and any such attempt shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and bind the Parties’ successors and assigns.
- 11.4. Notices under this Agreement shall be in writing and may be delivered as follows, with notice deemed given as indicated: (i) personal delivery, when delivered; (ii) overnight courier, on the next business day after deposit for next day delivery; (iii) electronic transmission, upon verification of delivery; or (iv) certified or registered mail, three (3) business days after the day of dispatch. Notice shall be sent to the addresses set forth above.
- 11.5. This Agreement constitutes the entire agreement with respect to the subject matter hereof and replaces all prior agreements between the Parties concerning such subject matter.
- 11.6. This Agreement may not be modified except in writing and signed by authorized representatives of all Parties.
- 11.7. This Agreement may be executed in several counterparts, including by electronic means, each of which shall constitute an original and all of which, when taken together, will constitute one instrument.

By signing below, each of us accepts the terms of this Agreement and represents that we have the authority to execute it on behalf of the indicated Party.

SEMI DICE, LLC

By: _____
(Signature)
Print Name: _____
Title: _____
Date: _____

By: _____
(Signature)
Print Name: _____
Title: _____
Date: _____