



## **SLIMbus® Interoperability Workshop**

### **Confidentiality and Nondisclosure Agreement**

LnK is organizing the Event identified below, including any advance planning and preparation activities in conjunction with such event ("Event") to provide an opportunity for participating Members of MIPI® ("Participant" or collectively "Participants") to test the interoperability of products produced or manufactured by or for each Participant, or otherwise submitted by a Participant, across a broad number of applications and implementations. This Confidentiality and Nondisclosure Agreement ("Agreement") is intended to protect the confidentiality of information relating to such tests and to ensure that such information is used solely to further the purposes of interoperability testing for implementing interoperability changes realized as a result of such testing ("Purpose").

This Agreement **must be signed by a representative who has authority to bind your company, such as an officer of the company, in order for your company to participate** in the Event. Please print a copy of this agreement, sign and mail it by the deadline to LnK, 44 rue des Combattants, B-624 Romsée, Belgium or email a scan to [xavier@lnk-tools.com](mailto:xavier@lnk-tools.com).

#### **Confidentiality Terms**

As a condition of participating in the Event located at the belgian facilities of Testronic Labs, between the following dates: December 13, 2010 and December 15, 2010, the company identified below ("Company") agrees that any information with respect to

- (i) the features, manufacturing or manufacturing know how, performance, compatibility, interoperability or testing of products which is realized or disclosed at or in conjunction with the Event ("Interoperability Information") or
- (ii) any pre-release or prototype products, proprietary tester equipment or test software identified, disclosed or operated at the Event ("Product and Test Equipment Information") is the confidential and proprietary property of the respective owners thereof.

In order to protect the confidentiality of such Interoperability Information and Product and Test Equipment Information (together "Information"), Company agrees that it will not disclose any Information of any other Participant or of any company whose product(s) may be the subject of testing at the request of a Participant to any non-participating party and will hold the Information in confidence. Company may disclose the Information to its employees and contractors on a need to know basis for the purpose of developing products compliant with a MIPI Specification and may use the Information only for the Purpose.

If the company provides Information to contractors, Company agrees that those contractors will be under obligations of confidentiality with respect to the information as least as restrictive as this Agreement. Should company send a contractor to the Event, the contractor shall not use the Event to promote the contractor's company or behave in any fashion other than as a contractor representing the Participant. Any violations of this policy will not be tolerated and will result in a reprimand and may result in the Participant and/or the contractor being barred from future events.

The confidentiality obligations of Company herein will not apply beyond one (1) year from the last day of the Event, nor will such obligations apply to any Information which

- (a) is now or hereafter becomes generally known or available in the public domain through no fault of the Company,
- (b) is knowingly furnished to others by its owner without restrictions on disclosure,
- (c) is received from a third party not under obligation to treat the Information as confidential, or
- (d) is independently developed by or already in the possession of Company.

**Existing Agreements**

To the extent that Company is a party to an agreement or agreements with any other Participant with respect to the subject matter of this Agreement, in the event of a conflict between this Agreement and such other agreement(s), as between Company and such other Participant(s), such existing agreement(s) shall prevail over this Agreement.

**Governing Law**

This Agreement will be deemed to have been entered into in Kingdom of Belgium and shall be governed by and construed in accordance with the substantive laws of the Kingdom of Belgium without giving effect to any of its principles of conflict of laws.

**ACCEPTANCE**

The foregoing obligations are expressly agreed to by Company. The individual signing below on behalf of Company represents that he or she is authorized to execute this Agreement on behalf of the Company.

Company: \_\_\_\_\_

Individual: \_\_\_\_\_

Title of Individual: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_