

Cypress Agreement of Nondisclosure: This form is only available for use by the credit collection department. This NDA is used when the credit department needs to gather information from a debtor as part of the debt collection process or to set an appropriate credit limit.

(a) **PARTIES:** Provide complete identification of the other party entering into the NDA with Cypress.

(b) **DATE:** Fill in the effective date of the NDA. This should be the date that discussion will begin.

(c) **PURPOSE:** Fill in the blank to identify the purpose and subject matter of the discussions.

(e) **CONFIDENTIAL INFORMATION; and INFORMATION NOT COVERED:** These sections explain how certain types of information will be treated under the NDA. To be protected under the NDA, written information must be stamped "confidential" or "proprietary" or with some similar legend; and if information is verbally disclosed, it must be reduced to writing promptly and the written documentation must be marked with a secrecy legend. Certain information will be excluded from the scope of the NDA. Generally, information which is already part of the public domain, or is independently developed or is revealed to one of the parties from some third source, will not be protected under the NDA.

(f) **RESPONSIBILITIES OF THE PARTIES:** Each party who reveals Confidential Information to the other will still own that disclosed information. The disclosing party must properly identify which information is to be covered under the NDA. The recipient, Cypress in this case, agrees to try to protect the information from disclosure, just as it would protect its own proprietary information, and not use it except in cooperation with the disclosing party for the purpose stated in the NDA.

(g) **DISCLOSURE PERIOD:** Fill in the blanks to state how long the discussions are planned.

(h) **SIGNATURE:** Only a Vice President or higher may sign a NDA on behalf of Cypress, and that individual accepts ultimate responsibility for ensuring that the terms of the NDA are enforced.

CYPRESS AGREEMENT OF NONDISCLOSURE
(For use by the Credit and Collections Department ONLY)

THIS AGREEMENT ("Agreement") dated 20____, ("Effective Date") is made by and between _____ principally located at _____ ("Disclosing Party") and Cypress Semiconductor Corporation, on behalf of itself and its wholly-owned subsidiaries, of 198 Champion Court, San Jose, CA 95134 ("Cypress"):

1. PURPOSE: The parties wish to discuss matters of mutual interest, for the purpose of _____ ("Purpose"); and the Disclosing Party expects to disclose certain information considered proprietary or confidential to Cypress.

2. CONFIDENTIAL INFORMATION: The Disclosing Party intends to disclose to Cypress certain information which is not in the public domain and may be considered to be confidential and proprietary by the Disclosing Party ("Confidential Information"). The parties further intend to restrict and control the use and disclosure of such information disclosed under this Agreement. Information shall be deemed to be Confidential Information governed by the obligations of nondisclosure and restricted use set forth in this Agreement, provided it is clearly and conspicuously marked as "confidential" or "proprietary" by the Disclosing Party. Any written information exchanged without such marking will be considered unrestricted as to its use and dissemination, and not protected by this Agreement. Any information exchanged orally or visually, which the Disclosing Party wishes and intends to have considered as Confidential Information covered under this Agreement, must be orally identified as confidential at the time of disclosure and subsequently be reduced to written form in a clearly and conspicuously marked document, and submitted to Cypress within 20 days of the initial disclosure.

3. NONDISCLOSURE: Cypress will use reasonable care not to disclose the Confidential Information to any third party. Reasonable care is the same degree of care that Cypress normally accords its own proprietary and confidential information. Cypress will not be liable for inadvertent or accidental disclosure of Confidential Information, provided reasonable care was used in protecting the Confidential Information.

4. INFORMATION NOT COVERED: Cypress has no obligation with respect to any information which: (i) was already known by Cypress before receipt from the Disclosing Party; or (ii) is or becomes generally known to the public through no wrongful act of Cypress; or (iii) is rightfully provided to Cypress by a third party, without restriction on disclosure or use known to Cypress; or (iv) is independently developed by personnel of Cypress; or (v) is made available by the Disclosing Party to a third party, without restriction concerning use or disclosure.

5. OWNERSHIP: All Confidential Information supplied by the Disclosing Party remains the property of and must be returned to the Disclosing Party, or destroyed upon written request from Disclosing Party. Cypress may however retain archival copies of the Confidential Information which it may use only in case of a dispute between the parties. Notwithstanding the foregoing, latent data such as deleted

files, and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can only be retrieved by computer forensics experts and is generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information as set forth by this Section 5.

6. PERMITTED DISCLOSURE: Cypress will not be liable for disclosure of Confidential Information if made in response to a valid order of court or authorized agency of government; but the disclosure may be made only to the extent so ordered, further provided that notice first be given to the Disclosing Party so a protective order, if appropriate, may be sought by the Disclosing Party.

7. TERM: The period of disclosure shall continue for _____ year (s) (or, if no timeframe is specified, 3 years) from the Effective Date unless otherwise terminated by the parties. The obligations of nondisclosure and restricted use imposed by this Agreement shall expire 1 year after the date of disclosure of Confidential Information.

8. LIMITATION OF LIABILITY: IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER A PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES

9. GOVERNING LAW/VENUE: This Agreement is governed by the law of the State of California, United States of America, without reference to its conflict of law rules. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against the Parties in the courts of the United States of America and of the State of California located in Santa Clara County, California. For such purpose, each Party hereby irrevocably submits to the exclusive jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

10. FINAL AGREEMENT: This Agreement states the entire agreement between the parties relating to the terms of Confidential Information and supersedes all prior written or verbal agreements. This Agreement may only be modified in a writing signed by both parties.

11. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions will not be affected.

The parties hereto by signing below hereby agree to the above terms and conditions and intend to be legally bound. Notwithstanding any statute, regulation, or other rule of law, a signature provided by facsimile or other electronic copy will be deemed to be an original signature, and this Agreement may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

CYPRESS SEMICONDUCTOR CORPORATION

DISCLOSING PARTY

By: _____
 Name: _____
 Title: Vice President
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

(This Agreement will not be binding unless signed by the CEO, CFO, a VP, or a person authorized to sign on behalf of one of these individuals.)