



## Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2011, by and between **Semiconductor Components Industries, LLC**, a Delaware limited liability company and its subsidiaries and affiliates, with offices located at 5005 E. McDowell Road, Phoenix, Arizona (dba "ON Semiconductor") and \_\_\_\_\_, an \_\_\_\_\_ company with offices located at \_\_\_\_\_. Either party may receive or disclose Confidential Information under this Agreement. The party disclosing Confidential Information shall be considered the "Discloser." The party receiving Confidential Information shall be considered the "Recipient."

In consideration of the mutual promises and covenants contained in this Agreement, and to assure the protection and preservation of the proprietary and/or confidential nature of the information to be disclosed or made available to each other, the parties hereto agree as follows:

1. **Definition.** "Confidential Information" means any non-public information, whether in tangible, machine readable, oral, visual or electronic form, disclosed by either of the parties to the other, which the Discloser identifies at the time of disclosure as confidential and/or proprietary by means of a verbal notice legend, marking, stamp or other notice conspicuously designating the information to be confidential and/or proprietary. Confidential Information includes, without limitation, any specification, layout, design, drawing, formula, technique, algorithm, know-how, sample product, test data, information related to engineering, manufacturing, sales, marketing, management or quality control, financial information or other information related to the business operations of the Discloser.

2. **Use of Confidential Information.** Confidential Information disclosed during the ON Semiconductor Industry Analyst Conference to be held by invitation only on April 18-20, 2011, in Scottsdale, Arizona, hereunder may only be used for the following purpose: For evaluation and discussion of market trends and data refinement in the areas of ON Semiconductor's focus market segments. (hereinafter "Authorized Purpose").

Each Discloser represents that it has the right to disclose Confidential Information to the Recipient for the Authorized Purpose(s) stated above.

3. **Use and Protection of Confidential Information.** Confidential Information may be exchanged between the parties under this Agreement to the extent necessary to fulfill the Authorized Purpose, and shall not be used for any other purpose. Recipient acknowledges that the Discloser's Confidential Information is a special, valuable and a unique asset, and agrees that for a period of three (3) years following the receipt of the Confidential Information it shall: (a) not disclose the Confidential Information to any third party without written consent of Discloser, (b) restrict dissemination of Confidential Information to only its employees, contractors, or agents who are directly participating in the Authorized Purpose, who have a need to know the Confidential Information, and who are bound by a duty of confidentiality under terms no less restrictive than contained herein concerning the use of Confidential Information, and (c) use the same degree of care as for its own information of like importance, but at least reasonable care, in preventing disclosure of Confidential Information. Recipient further agrees not to reverse engineer, decompile, disassemble any prototypes, software, hardware or other tangible objects or products provided hereunder which embody the Confidential Information of the Discloser.

4. **Exceptions.** This Agreement imposes no obligation upon Recipient with respect to Confidential Information which is:

- (a) is or becomes generally known or publicly available through no act or failure on the part of Recipient, or
- (b) approved in writing by the Discloser for public release or disclosure by the Recipient; or
- (c) disclosed to a third party by Discloser without a duty of confidentiality or is lawfully obtained by Recipient from a third party without a duty of confidentiality or restriction on disclosure, or
- (d) independently known by or independently developed by the Recipient without the use of Confidential Information disclosed by the Discloser; or
- (e) is required to be disclosed pursuant to the order of a court of competent jurisdiction; or otherwise required to be disclosed by law through no act of the Recipient, provided, however, that the Recipient has notified the Discloser upon learning of the possibility that disclosure could be required pursuant to any such law or legal order and has given the Discloser a reasonable opportunity to contest or limit the scope of such required disclosure and has cooperated with the Discloser toward this end.

Please complete this form and return it by April 13 to [events@onsemi.com](mailto:events@onsemi.com) or via Fax to 602-244-7552.

**5. Term and Termination.** This Agreement shall terminate thirty (30) days after the effective date of this Agreement. Termination shall not, however, affect the rights and obligations included herein with respect to Confidential Information disclosed hereunder prior to termination. Upon termination of this Agreement, each party will, upon request of the Discloser, and within a reasonable period of time thereafter, return all Confidential Information received from the Discloser and copies made thereof by the Recipient, or, if acceptable to the Discloser, certify by written memorandum that all such Confidential Information has been destroyed. Each party may retain one archival copy to be used only in resolving a dispute concerning this Agreement.

**6. Rights and Remedies.** Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

**7. No Formal Business Relationship.** This Agreement is for the purpose of protecting Confidential Information only and shall not be construed to create any agency, partnership, joint venture or other such relationship between the parties, nor shall the exchange of Confidential Information represent any commitment by the parties to enter into any business relationship. If the parties desire to pursue business opportunities, the parties shall execute a separate written agreement to govern such business relationship.

**8. No Obligation to Disclose or Warranty.** Neither party has an obligation to supply Confidential Information hereunder. Confidential Information disclosed hereunder is provided on a "AS IS" basis, without any warranty, whether express, implied or otherwise, regarding its accuracy, usefulness or performance

**9. No Transfer or License of Intellectual Property.** Recipient agrees that all Confidential Information received is and will remain the sole property of Discloser. Neither the execution of this Agreement, nor the furnishing of any Confidential Information hereunder shall be construed as a grant by implication, estoppel or otherwise, of a license by either party to the other to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, maskwork right, or any other intellectual property right.

**10. Assignment.** This Agreement and the rights and obligations hereunder may not be transferred or assigned by one party without the prior written approval of the other party hereto.

**11. Export Control Laws and Regulations.** Recipient agrees it will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, re-sold, shipped or diverted, directly or indirectly, any product or technical data furnished hereunder, or the direct product of such technical data, to any country for which the United States Government requires an export license, or other approval, without first obtaining such license or approval.

**12. Applicable Law.** The law of the state of New York, U.S.A. except for its choice of laws rules shall govern this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys fees and costs. The Recipient agrees that, in addition to all other remedies, the Discloser shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach or threatened breach of the obligations herein.

**13. Binding Effect.** This Agreement shall be binding upon each party, its affiliates, respective employees, agents, representatives, successors, and assigns. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both parties.

**14. Entire Agreement.** This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and understandings between the parties in respect thereto.

**Semiconductor Components Industries LLC**

**Insert Full Company Name**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Corporate Contracts Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_