

## **MUTUAL NON-DISCLOSURE AGREEMENT (EU)**

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date set forth below ("Effective Date") between the undersigned parties.

The parties are considering entering into a business transaction for the purpose set forth below (the "Purpose"), the nature of which may require each to disclose or make available to the other proprietary and confidential information and materials. If the business transaction is ultimately entered into, the terms of this Agreement shall continue to apply. The parties agree as follows:

1. Confidential Information. "Confidential Information" means any information, know-how or data (including samples) with respect to the Purpose disclosed by or on behalf of a party ("Discloser") to the other party ("Recipient"). The terms "Discloser" and "Recipient" include each party's Affiliates, as defined below, disclosing or receiving Confidential Information. Confidential Information shall not include information which Recipient can demonstrate (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by Recipient without any obligation to hold it in confidence; (c) is received from a third party without restriction, provided such third party is not, to Recipient's knowledge, in breach of any obligation of confidentiality relating to such Confidential Information; (d) is independently developed by or for Recipient without use of, or reference to, Confidential Information of Discloser; or (e) is released with prior written authorisation from Discloser; in each case as provable by competent evidence.

2. Affiliates. "Affiliate" means a company or entity that, directly or indirectly, controls, is controlled by or is under common control with a party to this Agreement. "Control" means direct or indirect ownership interest of at least 50% of an entity, or ownership of the capital stocks or the voting rights of a company or entity, or the right to control or direct management of a company or entity.

3. Non-Disclosure and Permitted Use. Recipient shall protect Confidential Information using the same degree of care used to protect its own confidential or proprietary information, but in any case no less than a reasonable degree of care. Recipient shall use the Confidential Information only for the Purpose and shall prevent the disclosure or dissemination of Confidential Information to any third party without the prior written consent of Discloser, except disclosure to officers, directors, agents, contractors, employees, advisers (collectively, "Representatives") and Affiliates with a "need to know". Either party shall make its Representatives/Affiliates aware of their obligation to preserve the confidentiality of Confidential Information from the Discloser and shall ensure that they are subject to obligations that are at least as restrictive as those set forth in this Agreement. Neither Recipient nor its Representatives shall sell, analyse or reverse-engineer any of Discloser's Confidential Information, or assist any third party in reverse engineering, analysing or copying any of Discloser's Confidential Information, without Discloser's prior written approval, and any knowledge gained thereby may only be used for any commercial purpose upon written permission from Discloser. Recipient shall notify Discloser immediately upon discovery of any breach of this Agreement by Recipient or its Representatives, and will cooperate with Discloser in every reasonable way to remedy the breach and any negative consequences caused thereby. Each party shall be fully liable to the other party for any breach of the obligations stated in this Agreement by its Representatives/Affiliates.

4. Legally Required Disclosure. A Recipient/Representative may disclose Confidential Information where required by law or regulation, or in response to a valid order of a court or other governmental body, provided that the Recipient/Representative shall, if and to the extent legally permissible, take reasonable steps to first provide the Discloser with prompt written notice of such request and the Recipient/Representative shall disclose or provide only that portion of the Confidential Information which is legally required.

5. Return of Confidential Information. Recipient shall, within 10 days following a written request by Discloser, return all Confidential Information (including all copies, analyses, studies or other material

prepared by Recipient or its Representatives that contain or otherwise reflect such Confidential Information) to Discloser or destroy/delete such Confidential Information. Recipient shall certify in writing its compliance with this paragraph. However, Recipient/Representative may retain copies where legally required and shall not be required to delete any system back-up media such as copies of computer records or files containing Confidential Information, which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers. In the event that any Confidential Information is retained in accordance with the terms of this section, the non-disclosure and non-use obligations of this Agreement shall remain in full force and effect with respect to Confidential Information so retained.

6. Relationship of the Parties. This Agreement does not represent or implies a partnership, joint venture, employment, licence, or other commercial relationship between the parties or an authorisation for either party to act as the agent or representative of the other. Neither party is obligated under this Agreement to exchange any Confidential Information, to continue any discussions, to enter into any future business relationship, or to forego any other business opportunity, relationship, or research.

7. Ownership of Confidential Information; Disclaimer. No patent, copyright, trademark, or other proprietary right is licenced, granted, or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. Notwithstanding the foregoing, if, in violation of this Agreement, Recipient or any of its Representatives files for patents or other intellectual property rights which include any disclosures received hereunder, the Recipient/its Representative hereby grants the Discloser a perpetual, nonexclusive, worldwide, royalty-free licence to practice under such patents or rights, and Discloser reserves all other applicable remedies. Discloser has no liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any information disclosed except in the case of intent.

8. Term. The term of this Agreement shall be for a period of 5 years from the Effective Date. Either party may terminate this Agreement upon 30 days' prior written notice to the other party. All obligations shall survive termination or expiration of this Agreement for a period of 5 years from the date of termination or expiration of this Agreement if and to the extent statutory provisions do not prescribe longer periods.

9. Enforceability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement. The remaining provisions shall continue in full force and effect.

10. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by the parties. Stricter applicable statutory regulations remain unaffected by this Agreement, e.g. as may be stated in the German Trade Secret Act.

11. Export. Each party shall obey applicable export laws and regulations. In case Discloser is aware or reasonably could have been aware of export restrictions taking into account the context of the conversations or transference of any information, Discloser shall inform Recipient about such restrictions when disclosing Confidential Information.

12. Data Protection. Each party shall comply with all applicable data protection laws and regulations. Where applicable (in particular in case a party receives access to and processes personal data on behalf of the other party and such processing is not yet covered by a sufficient data processing agreement), the parties shall enter into any required data protection agreement immediately.

13. Governing Law/Venue. This Agreement shall be governed by the laws of the Federal Republic of Germany without regard to its conflict of laws principles. All disputes arising out of or in connection with this Agreement shall, unless amicably settled between the parties, be finally settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce, Paris ("Rules") by three arbitrators in accordance with said Rules. The seat of arbitration shall be Munich, Germany. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English. Each party shall be entitled to seek injunctive relief to maintain the status quo in addition to any other rights and remedies available to it, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with this section.

14. **Effective Date:** \_\_\_\_\_

15. **Purpose:** \_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties' respective representatives have executed this Agreement as of the Effective Date.

Vishay \_\_\_\_\_  
[Name of Vishay entity]

\_\_\_\_\_  
[Name of Company]

with its registered seat located at

with its registered seat located at

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e-mail: legal.selb@vishay.com

e-mail: \_\_\_\_\_

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

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Print Name: \_\_\_\_\_

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(Rev. 14 January 2020, MN)