

**MUTUAL NON-DISCLOSURE AGREEMENT**  
***North America***

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, some of which may already have been disclosed or made available prior to the Effective Date. In consideration of the mutual promises and obligations set forth below, the parties agree as follows:

1. Confidential Information. "Confidential Information" means any confidential, proprietary, or non-public information or data disclosed in writing, orally, visually, or in any other tangible or intangible form by or on behalf of a party ("Discloser") to the other party ("Recipient") that (a) may be clearly marked as proprietary, confidential, private, trade secret or secret (or with other marks indicative of a confidential nature), or (b) if oral or visual, may be identified as proprietary, confidential, private, trade secret, secret (or with other terms indicative of a confidential nature), and may be summarized in a writing so marked and delivered within thirty (30) days following such disclosure, or (c) comprises or contains financial information, marketing plans, business strategies, prospect or customer lists, research, development, forecasts, samples (including materials of a technical nature), parts, pricing, know-how, trade secrets, unpublished patent applications, computer software, models, designs, source code, techniques, systems, processes, works of authorship, projects, plans, proposals, flow charts, and any other business, marketing, financial, technical, scientific, engineering or other information of Discloser which is disclosed in circumstances of confidence. Each party will make reasonable efforts to identify to the other, orally or in writing, specific information or materials which such party considers confidential, and to do so within thirty (30) days following the first provision of such information or materials to the other party hereunder, but the failure to do so shall not relieve the Recipient of its obligation to protect the same where circumstances of the disclosure and the nature of the information or materials otherwise gave the Recipient reason to know of the confidential nature of such information or materials. The parties acknowledge and agree that for purposes of this Agreement, all disclosures of Confidential Information shall be understood to take place under circumstances of confidence. Confidential Information shall not include information which Recipient can demonstrate (a) is or becomes available to the public through no breach of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public; (b) was previously known by Recipient without any obligation to hold it in confidence; (c) is lawfully 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 Recipient without use of, or reference to, Confidential Information of Discloser; or (e) is released with prior written authorization from Discloser; in each case as provable by competent evidence.

2. Affiliates. The terms "Discloser" and "Recipient" include each party's Affiliates disclosing or receiving Confidential Information, and such Affiliates shall have the rights and shall be bound by the obligations of the party with which they are affiliated. "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. Recipient shall be fully liable to Discloser for any breach of this Agreement by its Representatives and Affiliates.

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, employees (including third parties retained for temporary administrative, clerical or programming support, or as independent contractors), or advisers, including financial advisers, legal counsel, and potential and actual financing sources (collectively, "Representatives") with a bona fide "need to know"; provided that such Representatives have been made aware of their obligation to preserve the confidentiality of such Confidential Information and that such Representatives must be subject to confidentiality obligations that are at least as restrictive as those set forth in this Agreement. Further, neither Recipient nor Recipient's Representatives shall sell, reverse-engineer or copy any of Discloser's Confidential Information or assist any third party in the sale, reverse engineering or copying any of Discloser's Confidential Information. Samples may not be analyzed to determine their composition or method of manufacture. Results of testing, modification, or evaluation of samples by the Recipient are confidential and must be reported back to the Discloser. Samples disclosed are experimental and may not be available commercially. Any knowledge gained by Recipient from the results of testing, modification, or evaluation of samples cannot be used for any commercial purpose absent written permission from Discloser.

4. Legally Required Disclosure. A Recipient 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 (i) shall, if legally possible, take reasonable steps to first provide the Discloser with prompt written notice of such request so that the Discloser may seek an appropriate protective order and/or waiver of compliance herewith, and (ii) in the absence of such protective order or waiver, the Recipient shall disclose or provide only that portion of the Confidential Information which it is advised by written opinion of its counsel is legally required and to exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

5. Rights and Remedies. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

6. Return of Confidential Information. Confidential Information, including permitted copies, shall be deemed the property of Discloser. Recipient shall, within ten (10) days following a written request by Discloser, return all Confidential Information (including all copies, analyses, studies or other material prepared by Recipient or any of its Representatives that contain or otherwise reflect such Confidential Information) to Discloser or, if so directed by Discloser, destroy such Confidential Information provided however, that Recipient may at its option retain one (1) copy of such Confidential Information for legal dispute purposes only. Upon written request by Discloser, Recipient shall certify in writing its compliance with this Section. Recipient shall not be required to delete any system back-up media such as copies of any 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 6, the non-disclosure and non-use obligations of this Agreement, shall remain in full force and effect with respect to Confidential Information so retained.

7. Injunctive Relief. The parties agree that any threatened or actual breach of this Agreement could cause substantial harm to Discloser for which damages may not be a full and adequate remedy, thereby entitling Discloser to seek temporary and permanent injunctive relief, in addition to any other rights and remedies available to it, and without the necessity of posting any bond or other security.

8. Relationship of Parties. This Agreement does not represent, and in no way implies, a partnership, joint venture, employment, license, or other commercial relationship between the parties

or an authorization 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.

9. Ownership of Confidential Information; Disclaimer. No patent, copyright, trademark, or other proprietary right is licensed, granted, or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties or representations of any kind, express or implied, are given with respect to any information, including Confidential Information, disclosed or made available under this Agreement or with respect to any use thereof. Notwithstanding the foregoing, if, in violation of this agreement, Recipient files for patents or other intellectual property rights which include any disclosures received hereunder, Recipient hereby grants the Discloser a perpetual, nonexclusive, worldwide, royalty-free license 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 under this Agreement.

10. Term. The term of this Agreement shall be for a period of two (2) years from the Effective Date and may be extended only by a mutual written agreement between the parties. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. All obligations with respect to non-trade secret Confidential Information shall survive termination or expiration of this Agreement for a period of five (5) years from the date of termination or expiration of this Agreement. All obligations with respect to Confidential Information that constitutes a trade secret shall remain in effect until such time as the information is no longer a trade secret.

11. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. Except for assignment to Affiliates, neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

12. Enforceability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions shall continue in full force and effect.

13. Headings and Construction. The headings contained in this Agreement are for convenience only and shall not be interpreted to limit, control, or affect the meaning or construction of the provisions of this Agreement. This Agreement shall be deemed to have been jointly prepared by the parties. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14. 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 both parties.

15. Export Language. Discloser shall identify within any information that is being supplied to Recipient under the terms of this Agreement, any information that is subject to US export laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") or Export Administration Act Regulations ("EAR") ("Restricted Information") in advance of disclosure to Recipient. In the event that Restricted Information is disclosed to Recipient, for each unique item and every transference of data, such Restricted Information must be clearly and prominently identified with

a marking or legend of the Discloser's language stating the technical data is subject to either the ITAR or EAR as applicable.

16. Whistleblower Protection. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede any Representative (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. Such Representative does not need the prior authorization of either party to make any such reports or disclosures and such Representative shall not be required to notify either party that such reports or disclosures have been made.

17. Personal Data. All personal data or personal information communicated by a Discloser will be processed by the Recipient acting as a data controller to achieve the purpose of this Agreement and to perform any action which may arise from the contractual relationship as set forth herein. Personal data or personal information may only be shared with third parties on a need-to-know basis and with the Discloser's prior written consent pursuant to this Agreement. Any collection, storage, use or transmission of personal data or personal information under this Agreement must be in compliance with applicable data protection laws and regulations. No personal data or personal information will be sold by either party.

18. Governing Law/Venue. This Agreement shall be governed in all respects by the laws of the State of Delaware, USA, without regard to its conflict of laws principles. The parties hereby submit to jurisdiction and venue in federal court in the District Court of Delaware, or in state court in either Delaware Superior Court or in Delaware Chancery Court located in New Castle County, Delaware.

19. No Waiver. Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement. A waiver by a party of any breach or default by the other party is not a waiver of any other breach or default, and no course of performance or course of dealings between the parties may modify the express terms of this Agreement.

20. Counterparts. The Agreement may be executed in two or more counterparts, including electronic portable document format (PDF) copies, each of which will be deemed an original with the same effect as if the parties signed the same document, but all of which together will constitute one and the same document.

21. **Effective Date:** \_\_\_\_\_

22. **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]

Address: with offices located at  
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\_\_\_\_\_  
\_\_\_\_\_

Address: with offices located at  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e-mail: law.department@Vishay.com

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Rev March 2021)