

# Non-Disclosure Terms and Conditions

These Non-Disclosure Terms and Conditions (“**NDTCs**”) apply to any information that IBIDEN Co., Ltd. and/or its majority-owned subsidiaries (collectively, “**Ibiden**”) disclose to or receive from a counterparty (“**Counterparty**”) for the purpose of evaluating and discussing potential and/or actual business transactions between Ibiden and the Counterparty (“**Purpose**”). Ibiden and the Counterparty are sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

1. **Confidential Information.** For the purpose of these NDTCs, “**Confidential Information**” means any business, marketing, technical or other information disclosed by a Party (“**Discloser**”) to the other Party (“**Recipient**”) that: (i) if in tangible form, is marked as confidential or proprietary or by similar legend; or (ii) if in oral or intangible form, is designated as confidential upon disclosure and is summarized in writing and delivered to the Recipient within thirty (30) days of disclosure. Confidential Information does not include any information that: (i) is or becomes public knowledge through no wrongful act of the Recipient; (ii) is known to the Recipient prior to the disclosure; (iii) the Recipient rightfully received from a third party without any obligation of confidentiality; or (iv) is independently developed by the Recipient.
2. **Confidentiality Obligations.** The Recipient will: (i) not disclose Confidential Information to any third party without prior written consent of the Discloser; (ii) use Confidential Information solely to carry out the Purpose; and (iii) protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Recipient may disclose Confidential Information if required by a valid court or governmental order, or as otherwise required by law, provided that, to the extent permissible under applicable law, the Recipient gives the Discloser advance written notice so that the Discloser may seek a protective order and/or other appropriate remedy.
3. **No License.** No license or other right is granted to the Recipient, directly or indirectly, to use in any way any patent, copyright or other intellectual property or proprietary right now held or later obtained by the Discloser.
4. **Export Control.** The Parties will adhere to all laws and regulations applicable to the export of technical information and any products received hereunder, and will not export or re-export any technical information or products received hereunder, or the direct product of such technical information without any approval or license required under such applicable laws and regulations.
5. **Governing Law.** These NDTCs will be governed and construed in accordance with the laws of Japan without regard to any conflict of law provisions.
6. **Arbitration.** All disputes, controversies and/or differences arising out of or in connection with these NDTCs will be referred to and finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration will take place in the country where the respondent resides. The award of the arbitration will be final and binding

on the Parties. The English language will be used in the arbitral proceedings.

7. **Injunction.** Notwithstanding the foregoing, because of the unique nature of the Confidential Information, the Discloser may suffer irreparable harm in the event the Recipient breaches any of the terms of these NDTCs, and monetary damages and other remedies at law may not be adequate in the event of such a breach. Therefore, the Discloser will be entitled to seek injunctive relief from any court having competent jurisdiction, and such injunctive relief will be in addition to, and not in lieu of, other remedies available to the Discloser at law or in equity.
8. **Miscellaneous.** These NDTCs are complete, final and exclusive statements of terms and conditions as to the subject matter hereof and supersedes all previous agreements between the Parties, whether express, implied, written or oral. Waiver of any breach of these NDTCs will not be a waiver of any subsequent breach. No Party may assign any of its rights hereunder or delegate its obligations hereunder, without the prior written consent of the other Party. In the event any of the provisions of these NDTCs proves to be invalid or unenforceable, that will not impair or invalidate any other provision, and all other provisions of these NDTCs will be in full force and effect.