

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is effective as of _____, 20__ (the “Effective Date”), by and between Sigma Designs, Inc., a California corporation having its principal place of business at 1778 McCarthy Blvd., Milpitas, California, together with its subsidiaries (“Sigma”), and _____ a corporation with its offices located at _____ (“Company”), with the intent to protect any and all Confidential Information that Sigma and/or Company may disclose.

1. **Purpose.** Each party may disclose to the other certain confidential technical and business information to the other party for the purpose of (i) evaluating a business transaction between the parties, and (ii) if such business transaction is entered into, carrying out such business transaction (collectively, the “Purpose”).
2. **Definition and Exception.**
 - a. **Definition.** “Confidential Information” means any non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, facilities and equipment), which is designated as “Confidential,” “Proprietary” or some similar designation or which the recipient has reason to know is treated as confidential by the discloser. Confidential Information may also include information disclosed to a disclosing party by third parties.
 - b. **Exception.** Confidential Information shall not include any information which (i) was publicly known prior to the time of disclosure by the disclosing party; (ii) becomes publicly known after disclosure by the disclosing party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession.
3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except the Purpose. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party’s employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Notwithstanding the foregoing, the receiving party may use or disclose Confidential Information if and only to the extent: (i) it is required to do so by law provided that the receiving party gives the disclosing party sufficient notice to enable it to seek an order limiting or precluding such disclosure; or (ii) the disclosing party gives

its prior written authorization to do so which is signed by an officer of the disclosing party. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party under this Agreement.

4. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and nondisclosure agreement with provisions similar to this Agreement, before any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, trade secret or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. **Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
10. **Disclosure Period and Confidentiality Period.** This Agreement applies to Confidential Information that is disclosed between the Effective Date and three (3) years thereafter unless sooner terminated in writing by either party upon thirty (30) days prior written notice. The receiving party's duties with respect to Confidential Information under this Agreement expire five (5) years from the date of its disclosure hereunder (except for trade secrets, which shall remain subject to the terms of this Agreement for so long as they constitute trade secrets).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or

proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties.

Signatures:

Sigma Designs, Inc.

Company: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____