



Restricted One-Way Non-Disclosure Agreement

This Restricted Non-Disclosure Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 20_____ (the "Effective Date"), by and between NVIDIA Corporation, a Delaware corporation, on behalf of itself and its subsidiaries (collectively "NVIDIA"), and the recipient identified below ("Recipient") to assure the protection and preservation of the confidential and proprietary information to be disclosed by NVIDIA to Recipient in accordance with this Agreement.

1. Confidential Information Disclosure. "Confidential Information" shall mean any and all technical and non-technical information provided by NVIDIA to Recipient, including but not limited to any trade secret, idea, invention, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula, model, or test data relating to NVIDIA's research projects, work-in-process, future developments, engineering, licenses, manufacturing, marketing, servicing, financing, personnel matters, past, present or future products, sales, suppliers, clients, customers, employees, investors, inventors, or business, whether in oral, written, graphic, electronic or other form. Confidential Information disclosed in tangible form shall be marked with a "confidential," "proprietary," or other similar legend. Confidential Information disclosed orally/visually will be identified as "confidential" at the time of disclosure and will be followed-up in writing to the recipient within thirty (30) days of disclosure and will contain the appropriate confidentiality markings. No rights or licenses to trademarks, inventions, copyrights or patents or otherwise are implied or granted under this Agreement and all right, title and interest in the Confidential Information shall remain with NVIDIA.

2. Limitations On Use. Recipient may use the Confidential Information solely to evaluate and pursue possible business opportunities between the parties. Confidential Information shall not be used for any other purpose whatsoever, without the prior express written consent of NVIDIA.

3. Obligations of Recipient. Recipient shall maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own highly sensitive confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Recipient shall not disclose Confidential Information to any third parties, including any affiliates, subsidiaries, parent or sister companies, without the express prior written approval of NVIDIA. Recipient shall disclose Confidential Information only to those of its employees who: (i) have a need to know in order for Recipient to carry out the uses for which Confidential Information is provided hereunder; and (ii) have agreed in writing to be bound to nondisclosure terms at least as comprehensive as those set forth herein. Additionally, if Confidential Information is provided in written form, Recipient shall limit the number of copies made of Confidential Information to the minimum required to fulfill its rights hereunder, and any copies that are made will be identified on each page as belonging to NVIDIA and marked "**NVIDIA CONFIDENTIAL INFORMATION**". Recipient's obligations with respect to the Confidential Information disclosed under this Agreement shall be for a period of three (3) years after the date of disclosure and such obligation will survive termination of this Agreement.

4. License to NVIDIA to use Comments and Suggestions. Recipient is not obligated to provide NVIDIA with comments or suggestions regarding NVIDIA Confidential Information received under this Agreement. However, should Recipient provide NVIDIA with comments or suggestions for the modification, correction, improvement or enhancement of: (i) the Confidential Information; or (ii) NVIDIA's products which may embody the Confidential Information, Recipient grants to NVIDIA a nonexclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense, NVIDIA's licensees and customers, under Recipient's intellectual property rights, to use and disclose such comments and suggestions in any manner NVIDIA chooses to display, perform, copy, make, have made, use, sell, and otherwise dispose NVIDIA's and its sublicensee's products embodying such comments and suggestions in any manner and via any media NVIDIA chooses, without reference to the source.

5. Termination of Obligation of Confidentiality. The Recipient shall not be liable for disclosure of Confidential Information that: (a) was in the public domain at the time it was communicated to the Recipient by NVIDIA, or entered the public domain subsequent to the time it was communicated to the Recipient by NVIDIA other than by a breach of this Agreement by the Recipient; (b) is or was rightfully received or known by the Recipient without restriction on disclosure or any obligation of confidentiality; (c) is or was independently developed by employees of Recipient; (d) is or was generally made available to third parties by NVIDIA without restriction on disclosure; or (e) is required to be disclosed in response to a valid order by a court or other governmental body, provided that the



Recipient provides NVIDIA with prior written notice of such disclosure in order to permit NVIDIA to seek confidential treatment of such information.

6. No Obligation of Disclosure; Termination. NVIDIA has no obligation to license or disclose any Confidential Information to Recipient. This Agreement shall continue in full force and effect for so long as NVIDIA continues to disclose Confidential Information to Recipient; provided, however, that either party may terminate this Agreement at any time without cause upon delivery written notice to the other party. All obligations of confidentiality shall survive the termination of this Agreement. NVIDIA may, at any time: (i) cease disclosing Confidential Information to Recipient without any liability; and/or (ii) request in writing the return or destruction of all or any part of its Confidential Information disclosed hereunder, and all copies thereof, and Recipient shall promptly comply with such request at its own expense, and certify in writing to NVIDIA its compliance.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NVIDIA MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Export Restrictions. Recipient acknowledges that Confidential Information may be subject to the export control laws and regulations of the U.S. and other countries. Recipient confirms that it will not export or reexport the other party's Confidential Information, directly or indirectly, either to (i) any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, Libya, North Korea, Sudan, and Syria); (ii) any end user who it knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

9. General. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or any other form of business association between the parties, nor any obligation to buy or sell products using or incorporating the Confidential Information. Recipient understands, acknowledges and agrees that title to the Confidential information remains with NVIDIA and no license under any of NVIDIA's patents, copyrights, mask work rights, trade secrets or other intellectual property is granted to or conferred on Recipient in this Agreement, or by the disclosure of any Confidential Information by NVIDIA to Recipient as contemplated hereunder, and that any license under such intellectual property rights of NVIDIA must be express and in writing. The failure of NVIDIA to enforce any right resulting from Recipient's breach of any provision of this Agreement shall not be deemed a waiver by NVIDIA of any right relating such breach of such provision, of any subsequent breach thereof, or of any other right hereunder. The laws of the State of Delaware, without reference to conflict of law principles, shall govern this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the disclosure of Confidential Information described herein, and may not be amended except in a writing signed by a duly authorized representative of the parties. Any other agreements between the parties, including nondisclosure agreements, shall not be affected by this Agreement.

AGREED:

NVIDIA Corporation
2701 San Tomas Expressway
Santa Clara, CA 95050

By: _____

Printed Name: _____

Title: _____

(This Agreement will not be binding upon NVIDIA unless signed by a Vice President, the Chief Financial Officer or the Chief Executive Officer of NVIDIA.)

Recipient: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(By signing above, Recipient represents and warrants that Recipient has the authority to enter into this Agreement.)