

Silicom Limited

NON-DISCLOSURE AGREEMENT

Between **Silicom** and Dreamlab Technologies AG

- (1) Breamlab Techn. AG is a company registered in Berne, Switzerland with a registered office at Monbijoustrasse 36, CH-3011 Berne, Switzerland ("Company"); and
- (2) **Silicom Limited** a company registered in Israel with a registered office at 8, Hanagar Street Kfar Sava, Israel, ("Silicom").

RECITALS

- (A) The parties hereto possess confidential information and materials in connection with their respective businesses.
- (B) Each party has requested access to the Confidential Information belonging to the other party for the purpose of **exploring** business development opportunities within the IT and telecommunications sector for the sale, distribution and integration of the parties products and services ("**the Purpose**") and such other party has agreed to disclose the Confidential Information under conditions of confidentiality.

OPERATIVE PROVISIONS

1. INTERPRETATION

"**Confidential Information**" means all business, information technical know how and information in relation to products and services, the pricing of goods and services (including any applicable discount arrangements), practical experience, methodology, business organisations, specifications, manufacturing information (whether or not patentable or patented) developed or acquired by either party; and "Confidential Information" may be received by a party or reside in software, written, visual or oral form;

"**The Receiving Party**" shall mean and include the party receiving any information from the party disclosing the information ("**the Disclosing Party**") under this Agreement, its directors, officers and employees, agents and associated companies, and the Receiving Party shall ensure that the obligations contained in this Agreement shall extend to all the aforementioned.

“Written Form” shall include typewriting, printing, lithography, photography, telex, facsimile transmission, e-mail and all other modes of reproducing words, figures, and visual images in a legible and non-transitory form.

2. **UNDERTAKINGS OF THE RECEIVING PARTY**

In consideration of the parties disclosing Confidential Information, each party hereby undertakes to the other to use all Confidential Information so disclosed by the other exclusively for the Purpose and will, accordingly, not directly or indirectly use or disclose any of the Confidential Information in whole or in part, save for the purpose of, and in accordance with, this Agreement.

3. **EXCEPTIONS**

The foregoing restrictions on the Receiving Party shall not apply to any Confidential Information which:

- 3.1 the Receiving Party can prove by documentary evidence produced to the Disclosing Party within 30 days of disclosure, was already in the possession of the Receiving Party and at its free disposal before the disclosure hereunder to the Receiving Party;
- 3.2 is hereafter disclosed to the Receiving Party without any obligations of confidence by a third party who has not directly or indirectly obtained it from the Disclosing Party; and
- 3.3 are or become generally available to the public in printed publications in general circulation through no act or default on the part of the Receiving Party or the Receiving Party's agents or employees.

4. **INCLUSIONS**

Without prejudice to the generality of Clause 3.3, information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available.

5. **CONFIDENTIALITY MEASURES**

5.1 To secure the confidentiality attaching to the Confidential Information, the Receiving Party shall:

5.1.1 ensure all Confidential Information received in a Written Form or is received verbally and is reproduced into a Written Form by the Receiving Party is marked as confidential;

5.1.2 keep separate all Confidential Information and all information generated by the Receiving Party based thereon from all documents and other records of the Receiving Party;

5.1.3 keep all documents and any other material bearing or incorporating any of the Confidential Information at the specified places of business of the Receiving Party, agreed between the parties;

5.1.4 not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of the places of business, referred to in sub-clause 5.1.3 above, or between the said places of business of both the Receiving and Disclosing Parties and any such transfer or transmission shall be by private and exclusive means agreed to between the parties;

5.1.5 allow access to the Confidential Information exclusively to those employees of the Receiving Party who have reasonable need to see and use it for the purposes of its evaluation by the Receiving Party and shall inform each of the said employees of the confidential nature of the Confidential Information, and of the obligations on the Receiving Party in respect thereof;

5.1.6 make copies of the Confidential Information only to the extent that the same is strictly required for the purposes of its evaluation by the Receiving Party; and

5.1.7 On request of the Disclosing Party made at any time:

5.1.7.1 deliver up to the Disclosing Party all documents and other material in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Confidential Information including all copies made by the Receiving Party;

5.1.7.2 delete any and all information from any computer, word processor or other device in the Receiving Party's or its agents or employees' possession, custody or control containing any Confidential Information;

5.1.7.3 destroy all copies of any notes, analyses, computations, studies or other documents containing or reflecting any of the Confidential Information.

5.2 Except as otherwise expressly stated herein, no Confidential Information or other information, communication or document made available or supplied by the Disclosing Party to the Receiving Party shall constitute an offer to the Receiving Party, nor will any such information, communication or document form the basis of any contract.

5.3 Neither party shall reveal the existence nor contents of this Agreement to any third party, without the prior written consent the other unless required to do so in order to comply with its terms.

5.4 No failure or delay either party in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no waiver of any breach by either party of its undertakings herein shall be deemed to be a waiver of any other breach. No single or partial exercise by either party of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

5.5 Both parties acknowledge that damages alone would not be an adequate remedy for any breach by the other party of its undertakings herein and both parties confirm their view and agreement that the other party should be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of such undertakings to the maximum extent available under any applicable law.

5.6 Should any provision of this Agreement be prohibited or unenforceable in any jurisdiction in relation to either party, the prohibition or unenforceability thereof will not invalidate the remaining provisions or affect the validity or unenforceability of the provisions in relation to the relevant other party or in any other jurisdiction.

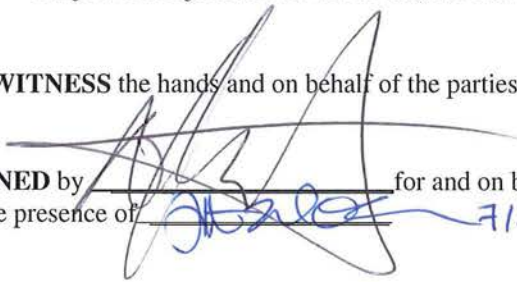

6. **DURATION**

The obligation as to confidentiality expressed in this Agreement shall continue for 5 years following the return of the Confidential Information from the Receiving Party to the Disclosing Party.

7. **GOVERNING LAW**

The construction, validity, and performance of this Agreement shall be governed by US law and be subject to the jurisdiction of the US, NY courts.

AS WITNESS the hands and on behalf of the parties hereto the day and year first before written.

SIGNED by  for and on behalf of Dreamlab Techn. AG (company name)
in the presence of  7/15/2010

SIGNED by _____ for and on behalf of **Silicom**

In the presence of _____