

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made and entered into as of the Effective Date set forth below, by and between the Parties named below.

<b>Parties:</b> <i>Full Legal Name:</i>	<b>Atheros Communications, Inc.</b>	MINDTECK (INDIA) LIMITED
<i>Business Entity Type:</i>	Corporation	PUBLIC LIMITED COMPANY
<i>Organized In:</i>	State of Delaware	INDIA
<i>Address:</i>	1700 Technology Drive San Jose, CA 95110 USA	16/3, CAMBRIDGE ROAD, BANGALORE - 560 008 INDIA
<i>Recipient for Notice:</i>	Attn: Legal Department	Attn: LEGAL DEPARTMENT
<b>Effective Date:</b>		
<b>Definition of Confidential Information:</b>	Any information provided by Discloser that (a) is in writing and marked "confidential" or other similar legend; (b) is in the form of device, product, materials samples, or benchmark results derived from the Confidential Information; (c) is disclosed in any other manner and identified as confidential at the time of disclosure; (d) by its nature would reasonably be considered of a confidential nature, and the Recipient, due to the context in which the information was disclosed, should have reasonably known it to be confidential; or (e) is information learned as a result of a visit to Discloser's site.	
<b>Permissible Use of Confidential Information:</b>	Recipient shall use the Confidential Information solely for internal evaluation of a potential business relationship between the Parties (the "Purpose").	
<b>Term and Termination</b>	This Agreement will terminate the earlier of (a) by either Party upon ten (10) days' prior written notice to the other Party or (b) three (3) years from the Effective Date.	
<b>Confidentiality Period</b>	Recipient's duty to protect Confidential Information pursuant to this Agreement expires five (5) years after the date of termination of this Agreement.	

**1. Scope of Agreement.** This Agreement governs Confidential Information disclosed during the term of this Agreement. This Agreement shall also apply to any Affiliate of a Party. "Affiliate" shall mean any entity which controls a Party hereto, is controlled by a Party hereto, or is under common control with a Party hereto, and "control" shall mean ownership or control, either directly or indirectly, of more than fifty percent (50%) of the voting rights of an entity, for so long as such condition exists.

**2. Duty of Care.** A Party receiving Confidential Information ("Recipient") from the other Party ("Discloser") shall protect such Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient shall not disclose any Confidential Information disclosed hereunder to any third party and shall limit disclosure of Confidential Information to only those of its employees, contractors and Affiliates, with a need to know to carry out the Purpose and who are bound by confidentiality obligations with Recipient at least as restrictive as those





contained in this Agreement. Recipient shall use the Confidential Information of the Discloser solely for the Purpose. Further, Recipient shall not reverse engineer, disassemble, or decompile any products, prototypes, software, or other tangible objects that embody Confidential Information. Each Party shall be responsible for its employees', contractors' and Affiliates' adherence to the terms of this Agreement.

**3. Exclusions.** This Agreement imposes no obligation upon Recipient with respect to Confidential Information that Recipient can prove (a) was in Recipient's rightful possession on or before receipt from Discloser, free of any obligation to keep it confidential; (b) is or becomes a matter of public knowledge through no action or inaction of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to Confidential Information of the Discloser.

**4. Compelled Disclosure.** If Recipient receives a request or demand to disclose all or any part of Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction or authorized governmental agency, Recipient may comply with such request or demand only if Recipient: (i) asserts the privileged and confidential nature of Confidential Information against the third party seeking disclosure; (ii) promptly notifies Discloser in writing of any such requirement or order to disclose prior to the disclosure of Confidential Information; and (iii) upon Discloser's request, reasonably cooperates with Discloser to protect against any such disclosure and/or obtain a protective order narrowing the scope of such disclosure and/or use of Confidential Information.

**5. Return or Destruction of Confidential Information.** Upon Discloser's written request, Recipient shall destroy and provide written certification to Discloser of such destruction, or return to Discloser, all Confidential Information, including without limitation all documents, memoranda, notes, and other tangible embodiments prepared by Recipient based on or which include Discloser's Confidential Information.

**6. No Warranties.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR GUARANTEE OF ANY KIND AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY. DISCLOSER SHALL NOT BE LIABLE TO THE RECIPIENT FOR ANY DAMAGE, LOSS, EXPENSE, OR CLAIM OF LOSS OF ANY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE, SPECIAL, INCIDENTAL, OR RELIANCE) ARISING FROM RECIPIENT'S USE OF OR RELIANCE ON THE CONFIDENTIAL INFORMATION.

**7. No Other Rights.** Confidential Information disclosed by Discloser remains at all times the property of Discloser. No license or other intellectual property rights are granted or conveyed to Recipient under this Agreement except the limited right to use Confidential Information for the Purpose set forth above.

**8. Independent Development.** Discloser acknowledges that Recipient may currently or in the future develop information internally, or receive information from other parties that is similar to Discloser's Confidential Information. Nothing in this Agreement will prohibit Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in Discloser's Confidential Information provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

**9. No Other Obligations.** This Agreement does not create any obligation by either Party to purchase any goods or services from the other Party, to offer for sale products using or incorporating Confidential Information, or to enter into any further agreements or business relationships of any kind with the other Party or with any other entity.



**10. Export Restrictions.** Notwithstanding any other provision of this Agreement, neither Party shall export or re-export any technical Confidential Information acquired under this Agreement or any commodities using such Confidential Information to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval. These export requirements shall survive any expiration or termination of this Agreement.

**11. Governing Law.** This Agreement is made under and shall be construed according to the laws of the State of California, excluding the conflicts of law rules thereof. The Parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods.

**12. Equitable Remedies.** Recipient acknowledges that its breach of this Agreement may cause immediate and irreparable damage to Discloser for which there may be no adequate remedy at law, and hereby agrees that Discloser shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

**13. General Provisions.** Neither Party may assign this Agreement without the prior written consent of the other Party, and any assignment in violation of this Agreement shall be void. The failure of any Party to require performance by another Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. This Agreement may be executed in multiple counterparts, each of which shall constitute a signed original and all of which together shall constitute one and the same instrument. Any facsimile or electronic image of this Agreement or writing referenced herein shall be valid and acceptable for all purposes as if it were an original. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement. In the event that any provision of this Agreement becomes or is declared illegal by any court of competent jurisdiction, or becomes otherwise unenforceable, such provision shall be deemed deleted from this Agreement and the remainder of this Agreement shall remain in full force and effect. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration. This Agreement sets forth the entire agreement and understanding between the Parties as to the protection of the Confidential Information disclosed during the term of the Agreement and supersedes and merges all prior oral and written agreements, discussions and understandings between them. Notwithstanding the aforementioned, this Agreement shall not supersede any existing nondisclosure or confidentiality agreement between the parties which contains terms more restrictive than those herein. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each Party.

The Parties hereto by their duly authorized representatives have executed this Agreement.

**ATHEROS COMMUNICATIONS, INC.**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MINDTEK (INDIA) LIMITED**

\_\_\_\_\_  
Authorized Signature

**RAMESH AJJAMPUR**  
\_\_\_\_\_  
Print Name

**SENIOR VICE PRESIDENT, GLOBAL DELIVERY**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date