

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2007, by and between _____, a _____ corporation ("COMPANY") and FREESCALE SEMICONDUCTOR, INC., a Delaware corporation ("FREESCALE"). COMPANY and FREESCALE sometimes are referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, FREESCALE and its authorized representatives possess certain non-public, confidential or proprietary information relating to its business that it proposes to disclose to COMPANY either directly or through its authorized representatives (the "Confidential Information") for the purpose of evaluating a possible transaction between COMPANY and FREESCALE (the "Permitted Use");

NOW, THEREFORE, in consideration of the mutual promises contained herein, COMPANY and FREESCALE hereby agree as follows:

1. COMPANY agrees to hold the Confidential Information in confidence in accordance with the provisions of this Agreement.
2. Without the prior written consent of FREESCALE or except as otherwise provided herein, COMPANY will not: (i) distribute or disclose to any other person any of the Confidential Information; (ii) permit any other person to have access to the Confidential Information; (iii) use the Confidential Information for any purpose other than the Permitted Use; or (iv) disclose to any other person (A) that discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or (B) the terms, conditions, status or other facts regarding a possible transaction between the Parties, or (C) that COMPANY has received Confidential Information from FREESCALE. Notwithstanding the above, FREESCALE agrees that COMPANY may disclose the Confidential Information, and portions thereof to COMPANY'S directors, officers, employees and representatives of COMPANY'S advisors (collectively, "Representatives") who need to know such Confidential Information for the Permitted Use. It is understood that COMPANY will inform its Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person. COMPANY agrees to be responsible for any breach of this Agreement by its Representatives. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
3. In the event that COMPANY is required by law in any judicial or governmental proceeding or otherwise to disclose any Confidential Information, COMPANY will give FREESCALE prompt written notice of such request so that FREESCALE may seek a protective order or appropriate remedy. If, in the absence of a protective order, COMPANY determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however,

that COMPANY gives FREESCALE written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at FREESCALE's expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

4. Confidential Information does not include information that COMPANY can clearly demonstrate falls within any of the following: (i) information that either is legally in COMPANY's possession or publicly available to COMPANY prior to the disclosure of such information hereunder; (ii) information that, subsequent to its disclosure hereunder, becomes publicly available to COMPANY without any violation of this Agreement by COMPANY; (iii) information that becomes legally available to COMPANY on a non-confidential basis from any third party that is not a representative of FREESCALE, the disclosure of which to COMPANY does not, to COMPANY's knowledge, violate any contractual or legal obligation such third party has to FREESCALE with respect to such information; (iv) information that is independently acquired or developed by COMPANY; or (v) information that is explicitly approved for release by written authorization of FREESCALE.

5. For purposes of complying with the obligations set forth herein, COMPANY shall use efforts fully commensurate with those that it employs for the protection of its privileged and confidential information.

6. FREESCALE makes no representation or warranty, express or implied, as to the accuracy or completeness of its Confidential Information. Neither FREESCALE, nor any of its respective affiliates, officers, directors, employees, agents or controlling persons (within the meaning of the Securities Exchange Act of 1934, as amended) shall have any liability to COMPANY or any other person resulting from COMPANY'S or such other person's use of the Confidential Information.

7. It is understood that this Agreement does not obligate COMPANY or FREESCALE to enter into any further agreement. Unless and until a definitive agreement between COMPANY and FREESCALE with respect to a transaction has been executed and delivered, neither COMPANY nor FREESCALE will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to any transaction by any of the COMPANY's or FREESCALE's Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

8. COMPANY agrees that Confidential Information is and shall at all times remain the property of FREESCALE. COMPANY acknowledges that the Confidential Information is confidential and material to the interests, business and affairs of FREESCALE and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of FREESCALE. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of FREESCALE's intellectual property rights is hereby given or intended, including any license (implied or otherwise).

9. COMPANY agrees that the Confidential Information shall not be exported directly or indirectly to any restricted or prohibited country without the prior written consent of the Bureau of Export Control of the U.S. Department of Commerce, where such consent is required to be obtained.

10. Upon the request of FREESCALE, COMPANY will return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of COMPANY or its Representatives. Such return, however, does not abrogate the continuing obligations of COMPANY under this Agreement. Notwithstanding the foregoing, one copy of the Confidential Information and the notes, correspondence, analyses, documents or other records containing Confidential Information may be retained by COMPANY's in-house or external attorneys to prevent possible future misunderstandings regarding the scope of the disclosure.

11. The obligation of each of COMPANY and FREESCALE to comply with the provisions contained herein shall continue for a period of three (3) years commencing upon the date hereof.

12. The Parties understand and agree that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

14. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

COMPANY

FREESCALE SEMICONDUCTOR, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____