



This Mutual Confidentiality Agreement ("Agreement") is made as of _____, 2010 between Integrated Device Technology, Inc., a Delaware corporation, having its principal place of business at 6024 Silver Creek Valley Road, San Jose, CA 95138 ("IDT"), and _____ a _____ corporation, having a place of business at _____ ("Company").

In order to protect certain confidential information which may be disclosed between them, Company and IDT agree as follows:

1. Company and its affiliated companies have developed certain proprietary information relating to its strategic, financial and other business plans as well as the marketing, design and operation of its products and services, and IDT has developed certain proprietary information relating to the same.
2. In order to pursue the consideration of a possible business transaction between them involving IDT's fab located in Hillsboro, Oregon ("Purpose"), Company and IDT recognize that it may be necessary for each to disclose information to the other ("Recipient") which is considered confidential and/or proprietary ("Proprietary Information") by the party disclosing the information ("Discloser").
3. Recipient agrees to safeguard the confidentiality of any Proprietary Information it receives from Discloser, including, without limitation, any material fixed in a tangible medium of expression that is marked "Proprietary" or "Confidential", by applying policies and procedures adequate for that purpose, including, without limitation, restricting the disclosure of this Proprietary Information to employees and consultants needing to know the same for the Purpose of this Agreement, who have agreed in writing to safeguard such Proprietary Information in a manner consistent with the provisions of this Agreement. Recipient shall not disclose any Proprietary Information to any other person, firm or corporation, or use the same except for the Purpose stated hereinabove, and shall exercise at least the same degree of care to guard against disclosure or unauthorized use of such information, as Recipient employs with respect to its own Proprietary Information, but in no event less than reasonable care. "Tangible medium of expression" shall be deemed to include, by way of example, memoranda, written descriptions, drawings, photographs, models, prototypes, tapes, disks and circuitry.
4. In the event Discloser discloses its Proprietary Information to Recipient otherwise than in the manner provided in Section 3, Discloser shall inform Recipient prior to the disclosure that such Proprietary Information is

deemed confidential and/or proprietary, and shall provide Recipient with a brief written description of such Proprietary Information within thirty (30) days of such disclosure, identifying therein the manner, place and date of such disclosure and the names of Recipient's representatives to whom such disclosure was made. Subject to Recipient's receipt of the aforementioned written description, Recipient shall, upon being notified that such information is Proprietary Information, have the same obligations with respect to such Proprietary Information as if it had been disclosed to Recipient in the manner described in Section 3.

5. Recipient agrees to promptly notify Discloser of any inadvertent unauthorized use or disclosure of any Proprietary Information it has received from Discloser and to take prompt and effective steps to reclaim the same and to prevent recurrence of such use or disclosure. Recipient shall be responsible for the breach of this Agreement by its representatives and each party agrees to take all reasonable measures to restrain its representatives from prohibited or unauthorized disclosure.
6. Recipient shall have no obligation with respect to any information which: (a) is already properly known to Recipient other than as a result of a prior confidential disclosure by Discloser; or (b) is or becomes publicly known otherwise than by Recipient's (or someone receiving the information from Recipient) fault or breach of this Agreement; or (c) is rightfully received by Recipient without restriction from a third party who is not under an obligation of confidentiality, Directly or indirectly, to Discloser; or (d) is independently developed by Recipient without benefit of the Proprietary Information received hereunder; or (e) is approved for release in writing by Discloser; or (f) is disclosed by Recipient pursuant to judicial or regulatory action, provided that Discloser is promptly notified at the time such action is initiated and Recipient fully cooperates with Discloser in seeking continued confidential treatment of such information to the extent possible.
7. Company and IDT each acknowledge that it is aware, and will advise its representatives that are informed about the Purpose of this Agreement, that the United States securities laws prohibit any person who has received from an issuer material, non-public information concerning such matters from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
8. All tangible media of expression wherein Discloser's Proprietary Information is fixed, and which have been



delivered by Discloser to Recipient pursuant to this Agreement, shall be and remain the property of Discloser. All such tangible media of expression, and any copies thereof, shall be promptly returned to Discloser upon written request, or destroyed at Recipient's option except that Recipient may retain one set of copies of the Proprietary Information for archival purposes only. If destroyed, Recipient shall provide written certification of such destruction within thirty (30) days of such written request.

9. Nothing herein shall be construed as a warranty of the accuracy, worth or fitness of the information furnished pursuant to this Agreement, nor as a grant of any rights to any invention, work, discovery or improvement so furnished, nor as a commitment to enter into any future agreement regarding a possible negotiated transaction between the parties.

10. Recipient agrees that it will not export or re-export, directly or indirectly, any of Discloser's Proprietary Information, or any products using such Proprietary Information in violation of the laws and regulations of the United States government.

11. Each party agrees that, without the prior written consent of the Chief Financial Officer or General Counsel of the other party, for a period of twelve (12) months from the date of this Agreement neither it nor any of its affiliates will, either directly or indirectly, solicit for employment, employ or otherwise contract for the services of (or cause or seek to cause to leave the employ of other party or any of its affiliates) any person who is now employed or engaged (either as an employee or consultant) or becomes employed or engaged during the term of this Agreement by the other party or its affiliates, other than persons whose employment or engagement shall have been terminated at least six (6) months prior to the date of such solicitation, employment or other contractual arrangements. The prohibition contained in this paragraph does not extend to general solicitations of employment by a party not specifically directed towards the other party's employees or consultants including but not limited to (a) an advertising on the internet or in a newspaper or periodical of general circulation, (b) an employee of an executive search firm acting on behalf of the hiring company where the hiring company did not instruct or encourage such solicitation, (c) a general hiring program conducted by the hiring party in the ordinary course of business (such as a job fair or the like), or (d) a

response by the hiring party if the employee approaches the hiring party on an unsolicited basis..

12. This Agreement shall have a term of twelve (12) months beginning with the Effective Date, provided however, that either party may terminate this Agreement upon at least thirty days prior written notice. The expiration or termination of this Agreement shall, however, have no affect upon the obligations imposed by this Agreement with respect to Proprietary Information disclosed prior to such termination or expiration, which obligations shall end three (3) years from the date of such disclosure hereunder.

13. This Agreement does not represent or imply any agreement, obligation, or commitment by either party to enter into any subsequent agreement or relationship or to exclusivity. Subject to the obligations of this Agreement, neither Party is precluded from negotiating, discussing, or independently pursuing any activities similar to or in competition with the Purpose contemplated herein.

14. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings in connection herewith. No modification or alteration shall be binding unless executed in writing by the parties. No waiver of any provision of this Agreement shall be deemed or construed a waiver of any other provisions hereof (whether or not similar), nor shall a waiver be construed a continuing waiver unless expressly so stated.

15. This Agreement shall be construed in accordance with the laws of the State of California. Each party understands and acknowledges that violation of its covenants and agreements herein contained may cause the other party irreparable harm and damage which may not be recoverable at law. Each party hereby agrees that the other party's remedies for a breach hereof may be in equity by way of injunctive relief, as well as for damages and any other relief available, whether in law or in equity.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.



Mutual Confidentiality Agreement

Corp.

Company:

Integrated Device Technology, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____