





Precedents being compared:

Precedent 1.docx 

Precedent 2.docx 

Precedent 3.docx 

Precedent 4.docx 

One precedent matched — one comparison shown

Precedent 1.docx

In connection with a potential transaction ("Proposed Transaction") between ~~3M Company~~ Cyprus Semiconductors, Inc. ("Interested Party" or "Receiving Party"), and Cogent, Inc., a Delaware corporation ("Company" or "Disclosing Party"), the parties wish to protect and preserve the confidential and/or proprietary nature of certain information and materials of the Company that may be disclosed or made available to the Interested Party or its Representatives (as defined below) in connection with certain discussions, negotiations or dealings between the parties relating to the Proposed Transaction.

Precedent 1.docx 92% | Precedent 3.docx 13% | Precedent 2.docx 8% | Precedent 4.docx 7% |

Multiple precedents matched — multiple comparisons shown

Precedent 3.docx

— In the event that the Receiving Party ~~and~~ or any of its Representatives are requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system on which any of the Receiving Party's securities are listed or quoted) or by legal process to disclose any Proprietary Information or any other information concerning the Disclosing Party or the Proposed Transaction, the Receiving Party shall provide the Disclosing Party with prompt ~~written~~ notice of such request or requirement in order to enable the Disclosing Party (i) to seek an appropriate protective order or other remedy ~~with respect thereto~~, (ii) to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process or (iii) to waive compliance, in whole or in part, with the terms of this letter agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance, in whole or in part, with the terms of this letter agreement, the Receiving Party ~~and~~ or its Representative shall use ~~their respective~~ commercially reasonable efforts ~~(A)~~ to disclose only that portion of the Proprietary Information which is legally required to be disclosed and ~~(B) to provide~~ to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment ~~to fullest extent available under applicable laws and regulations~~. In the event that the Receiving Party ~~and~~ or its Representatives shall have complied fully with the provisions of this paragraph, such disclosure may be made by the Receiving Party ~~and~~ or its Representatives ~~shall have now~~ without any liability hereunder ~~for the disclosure of that Proprietary Information which it is legally required to be so disclosed~~.

Precedent 4.docx

~~7-~~ In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system on which any of the Receiving Party's securities are listed or quoted) or by legal process to disclose any ~~Confidential~~ Proprietary Information or any other information concerning the Disclosing Party or the ~~Evalue~~ Proposed Transaction, the Receiving Party shall provide the Disclosing Party, ~~unless prohibited by law~~, with prompt notice of such request or requirement in order to enable the Disclosing Party (i) to seek an appropriate protective order or other remedy ~~;~~, (ii) to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process ~~;~~ or (iii) to waive compliance, in whole or in part, with the terms of this ~~A~~ letter agreement. In the event that such protective order or other remedy is not obtained ~~in a timely manner~~, or the Disclosing Party waives compliance, in whole or in part, with the terms of this ~~A~~ letter agreement, the Receiving Party or its Representative shall use commercially reasonable efforts to disclose only that portion of the ~~Confidential~~ Proprietary Information which is legally required to be disclosed and to ~~require~~ ensure that all ~~Confidential~~ Proprietary Information that is so disclosed will be accorded confidential treatment. In the event that the Receiving Party or its Representatives shall have complied fully with the provisions of this paragraph, such disclosure may be made by the Receiving Party or its Representatives without any liability hereunder.

Precedent 2.docx

~~7-~~ In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable

law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system on which any of the Receiving Party's securities are listed or quoted) or by legal process to disclose any ~~Confidential~~Proprietary Information or any other information concerning the Disclosing Party or the ~~Evaluation, unless prohibited by law~~Proposed Transaction, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party (i) to seek an appropriate protective order or other remedy; (ii) to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this ~~A~~letter agreement. In the event that such protective order or other remedy is not obtained ~~in a timely manner~~, or the Disclosing Party waives compliance, in whole or in part, with the terms of this ~~A~~letter agreement, the Receiving Party or its Representative shall use commercially reasonable efforts to disclose only that portion of the ~~Confidential~~Proprietary Information which is legally required to be disclosed and to ~~require~~ensure that all ~~Confidential~~Proprietary Information that is so disclosed will be accorded confidential treatment. In the event that the Receiving Party or its Representatives shall have complied fully with the provisions of this paragraph, such disclosure may be made by the Receiving Party or its Representatives without any liability hereunder.

Precedent 1.docx

~~2.4 Compelled Disclosure of Proprietary Information. If~~In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system on which any of the Receiving Party's securities are listed or quoted) or by legal process to disclose any Proprietary Information; or any other information concerning the Disclosing Party, ~~its subsidiaries or affiliates, or the Proposed Transaction, the~~ Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement; in order to enable the Disclosing Party ~~(a)~~ to seek an appropriate protective order or other remedy, ~~(b)~~ to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process or ~~(c)~~ to waive compliance, in whole or in part, with the terms of this ~~A~~letter agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance, in whole or in part, with the terms of this ~~A~~letter agreement, the Receiving Party or its Representatives, ~~as the case may be,~~ shall use commercially reasonable efforts to disclose only that portion of the Proprietary Information which ~~Receiving Party is advised by legal counsel is legally required to be disclosed and exercise its commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to~~ is legally required to be disclosed and to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment. In the event that the Receiving Party or its Representatives shall have complied fully with the ~~P~~provisions of this paragraph, such disclosure may be made by the Receiving Party ~~Information so disclosed~~or its Representatives without any liability hereunder.

Precedent 3.docx 83% | Precedent 4.docx 80% | Precedent 2.docx 79% | Precedent 1.docx 70% |

No precedent matched - Text is shown "as-is"

The terms of confidentiality under this letter agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Proprietary Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Proprietary Information. Accordingly, nothing in this letter agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for its products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Proprietary Information provided that the Receiving Party does not violate any of its obligations under this letter agreement in connection with such development. Further, either party shall be free to use for any purpose any residuals resulting from access to or work with such Proprietary Information, provided that such party shall maintain the confidentiality of the Proprietary Information as provided herein. The term "residuals" means information in non-tangible form which may be retained by persons who have had access to the Proprietary Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

Precedent 2.docx

~~6.~~ To the extent that any ~~Confidential~~Proprietary Information may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All ~~Confidential~~Proprietary Information provided by a party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain

entitled to such protection under these privileges, this ~~A~~greement, and under the joint defense doctrine. Nothing in this ~~A~~letter agreement obligates any party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.

Precedent 1.docx

~~2.5 Attorney-Client Privilege.~~ To the extent that any Proprietary Information may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the ~~disclosure~~sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege ~~and any such.~~ All Proprietary Information provided by a party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to ~~all~~such protection under these privileges, this ~~A~~greement, and under the joint defense doctrine. Nothing in this ~~A~~letter agreement obligates any party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.

Precedent 3.docx

~~—~~ To the extent that any Proprietary Information may include ~~information and~~ material ~~that is~~ subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties ~~hereto~~ understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such ~~information and~~ material is not intended to, and shall not, waive or diminish in any way the confidentiality of such ~~information and~~ material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Proprietary Information ~~conveyed or delivered by a party hereto or its Representatives~~provided by a party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this agreement, and under the joint defense doctrine. Nothing in this letter agreement ~~shall~~ obligate ~~either party hereto~~ any party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.

Precedent 2.docx 98% | Precedent 1.docx 92% | Precedent 3.docx 89% | Precedent 4.docx 3% |

Notwithstanding anything in this letter agreement to the contrary, the Disclosing Party hereby represents and warrants that such party may rightfully disclose or make available the Proprietary Information to the Receiving Party without the violation of any contractual, legal, fiduciary or other obligation to any person, and the Disclosing Party shall indemnify and hold harmless in full the Receiving Party and its Representatives against any and all damages, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees) incurred by the Receiving Party or its Representatives in connection with the breach of such representation and warranty.

If either party hereto shall determine that it does not wish to proceed with the Proposed Transaction, such party shall promptly advise the other party of that decision. In that case, or in the event that the Disclosing Party, in its sole discretion, so requests or the Proposed Transaction is not consummated by the Receiving Party, the Receiving Party shall, upon the Disclosing Party's written request, promptly deliver to the Disclosing Party all Proprietary Information, and, at the Receiving Party's election, return or destroy (provided that any such destruction shall be certified by a duly authorized Representative of the Receiving Party) all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the Receiving Party's possession or in the possession of any Representative of the Receiving Party provided, however, that (i) if a legal proceeding has been instituted to seek disclosure of the Proprietary Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered and (ii) one copy of any item of written Proprietary Information may be retained by legal counsel for record retention purposes only.

Precedent 1.docx

~~2.7 No Representations or Warranties Regarding Proprietary Information.~~ Subject to the terms and conditions of a definitive agreement regarding the Proposed Transaction and without prejudice thereto, each party hereto acknowledges that neither ~~it~~the other party nor its Representatives nor any of the officers, directors, employees, agents or controlling persons of such Representatives makes any express or implied representation or warranty as to the completeness of the Proprietary

~~Information or any use thereof. Each party hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose, non-infringement and accuracy, and any warranties arising out of course of performance, course of dealing or usage of trade.~~ The Receiving Party shall not be entitled to rely on the completeness of any Proprietary Information, but shall be entitled to rely solely on such representations and warranties regarding the completeness of the Proprietary Information as may be made to it in any definitive agreement relating to the Proposed Transaction, subject to the terms and conditions of ~~any~~ such agreement; ~~should the discussions between the parties progress to such a point.~~

Precedent 1.docx 72% | Precedent 3.docx 69% | Precedent 2.docx 52% | Precedent 4.docx 50% |

Precedent 3.docx

~~—~~Until a definitive agreement regarding the Proposed Transaction has been executed by the parties hereto, neither party hereto shall be under any legal obligation or have any liability to the other party ~~hereto~~ of any nature whatsoever with respect to the Proposed Transaction by virtue of this letter agreement or otherwise (other than with respect to the confidentiality and other matters set forth herein). Each party hereto and its Representatives (i) may conduct the process that may or may not result in the Proposed Transaction in such manner as such party, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to the other party) and (ii) reserves the right to change (in its sole discretion, at any time and without notice to the other party) the procedures relating to the parties' consideration of the Proposed Transaction (including, without limitation, terminating all further discussions with the other party and requesting that the other party return or destroy the Proprietary Information as described above).

Precedent 1.docx

~~2.6 Definitive Agreement.~~ Until a definitive agreement regarding the Proposed Transaction has been executed by the parties hereto, neither party hereto shall be under any legal obligation or have any liability to the other party of any nature whatsoever with respect to the Proposed Transaction by virtue of this ~~A~~letter agreement or otherwise (other than with respect to the confidentiality and other matters set forth herein). Each party hereto and its Representatives (i) may conduct the process that may or may not result in the Proposed Transaction in such manner as such party, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to the other party) and (ii) reserves the right to change (in its sole discretion, at any time and without notice to the other party) the procedures relating to the parties' consideration of the Proposed Transaction (including, without limitation, terminating all further discussions with the other party); ~~For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or an and requesting that the other party return or destroy other preliminary written agreement in principle~~ Proprietary Information as described above).

Precedent 3.docx 89% | Precedent 1.docx 87% | Precedent 4.docx 65% | Precedent 2.docx 65% |

Precedent 2.docx

~~4.2.~~ Each party is aware, and will advise its Representatives who are informed of the matters that are the subject of this ~~A~~letter agreement, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

Precedent 3.docx

~~—~~Each party is aware, and ~~sh~~awill advise its Representatives who are informed of the matters that are the subject of this letter agreement, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

Precedent 1.docx

~~4.2 Restrictions on Sales of Securities.~~ Each party is aware, and will advise its Representatives who are informed of the matters that are the subject of this ~~A~~letter agreement, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such

securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. ~~However, this will not prevent Receiving Party from purchasing stock through its benefit plans in the ordinary course of business.~~

Precedent 2.docx 98% | Precedent 3.docx 97% | Precedent 1.docx 82% | Precedent 4.docx 5% |

Precedent 3.docx

—Without prejudice to the rights and remedies otherwise available to either party hereto, each party hereto shall be entitled to equitable relief by way of injunction or otherwise if the other party ~~hereto~~ or any of its Representatives breach or threaten to breach any of the provisions of this letter agreement. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines in a final order from which there is no appeal that this letter agreement has been breached by a party or by its Representatives, the breaching party or the party whose Representatives have breached this Agreement, as the case may be, will reimburse the other party for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with the enforcement of this letter agreement and such litigation.

Precedent 3.docx 99% | Precedent 2.docx 52% | Precedent 1.docx 31% | Precedent 4.docx 10% |

Precedent 3.docx

—It is further understood and agreed that no failure or delay by either party hereto 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.

Precedent 3.docx 100% | Precedent 4.docx 49% | Precedent 2.docx 49% | Precedent 1.docx 26% |

Precedent 3.docx

—This letter agreement shall be governed by and construed in accordance with the laws of the State of ~~Delaware~~California, without giving effect to its principles or rules regarding conflicts of laws, other than such principles directing application of ~~Delaware~~California law. Each party hereby consents to the institution and resolution of any action or proceeding of any kind or nature with respect to or arising out of this agreement brought by any party hereto in the federal or state courts located within the State of ~~Delaware~~California.

Precedent 3.docx 82% | Precedent 2.docx 39% | Precedent 4.docx 37% | Precedent 1.docx 27% |

Precedent 3.docx

—This letter agreement contains the entire agreement between the parties hereto concerning confidentiality of their respective Proprietary Information, and no modification of this letter agreement or waiver of the terms and conditions hereof shall be binding upon either party hereto, unless approved in writing by each such party.

Precedent 3.docx 99% | Precedent 1.docx 13% | Precedent 4.docx 9% | Precedent 2.docx 9% |

Precedent 3.docx

—Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Precedent 3.docx 100% | Precedent 1.docx 3% | Precedent 4.docx 2% | Precedent 2.docx 2% |

Precedent 1.docx 48% | Precedent 2.docx 47% | Precedent 3.docx 72% | Precedent 4.docx 47% |

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