

Visitor Non-Disclosure Agreement

In the course of your visit or dealings with NVIDIA Corporation ("NVIDIA") or its representatives, you may be given access to Confidential Information. In consideration of your receipt of Confidential Information, you agree individually, and on behalf of your employer (if you are representing a company or other entity), to abide by the following terms of this Non-Disclosure Agreement "Agreement", unless you or your company has an effective written non-disclosure agreement in place with NVIDIA that is no less protective of Confidential Information than this Agreement.

1. "Confidential Information" shall mean all nonpublic technical and nontechnical information provided by NVIDIA to you which includes but is not limited to (i) any trade secret, idea, invention, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula, model, or test data relating to NVIDIA's research projects, work-in-process, future developments, engineering, licenses, manufacturing, marketing, servicing, financing, personnel matters, past, present or future products, sales, suppliers, clients, customers, employees, investors, inventors, or business, whether in oral, written, graphic, electronic or other forms, or (ii) NVIDIA has received from others and which NVIDIA is obligated to treat as confidential.

2. You agree not to (i) disclose the Confidential Information to any third party, including employees or other representatives of your employer, or (ii) use or otherwise benefit from the Confidential Information for any purpose other than the purpose stated below, without the prior written consent of NVIDIA.

3. The obligations and duties set forth hereunder shall continue for a period of five (5) years from the date of this Non-Disclosure Agreement.

4. You agree to comply with all applicable export control laws and regulations, and to not knowingly export or reexport, directly or indirectly, to any country, any such Confidential Information without fully-complying with such applicable laws and regulations.

5. This Agreement shall be governed by the laws of the State of Delaware.

By signing below you acknowledge that you have read and understand these terms and agree to be bound by them, and, if you are representing a company or other entity, you have the authority and agree to bind such entity to these terms as well.

Please describe the purpose of your visit or dealings with NVIDIA:

Signature:		

Print Name:_____

Date:

If representing a company or other entity:

Title:_____

Company:_____

Address: