

CONTRACT WORKER AGREEMENT

This **CONTRACT WORKER AGREEMENT** (the "Agreement") is made and entered into as of the Effective Date set forth below by and between **MARVELL SEMICONDUCTOR, INC.**, a California corporation (the "Company"), and the contract worker identified in the signature block below ("Contract Worker"). Company and Contract Worker are each a "party" and collectively are the "parties" to this Agreement.

The Company desires to retain Contract Worker to provide services as a contract worker to Company and/or any of its present or future subsidiaries, affiliates or their respective successors, successors-in-interest and/or assigns (the "Services"), Contract Worker is willing to perform such Services on the terms set forth herein. In consideration of the mutual promises, covenants and conditions contained herein, Company and Contract Worker each agree as follows:

1. CONFIDENTIALITY AND EXPORT CONTROL

- a) "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, algorithms, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing information, financial information, employee lists, Company organizational structures or other business information observable or discoverable by Contract Worker during the course of Contract Worker's work with Company, either directly or indirectly in writing, by oral communication or by inspection of tangible objects, including without limitation documents, prototypes, samples or the Company's plant, property or equipment. Confidential Information also includes such information disclosed to Contract Worker by third parties and the third party confidential or proprietary information set forth in Section 1(d) hereof. Tangible materials that disclose or embody Confidential Information do not have to be marked or otherwise expressly identified as "Confidential," "Proprietary" or the substantial equivalent thereof to be entitled to the protections set forth herein. Confidential Information that is disclosed orally or visually does not have to be expressly identified by Company as "Confidential," "Proprietary" or the substantial equivalent thereof to be entitled to the protections set forth herein.
- b) Contract Worker will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information, or disclose the Company's Confidential Information to any third party, for any purpose whatsoever other than the performance of the Services on behalf of the Company as authorized by the Company, and Contract Worker agrees, accepts and understands that all Confidential Information shall remain the sole and exclusive property of the Company. Contract Worker further agrees to hold Confidential Information in strictest confidence and to take all reasonable precautions to prevent any unauthorized use or disclosure of such Confidential Information. Without the Company's prior written approval, Contract Worker will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Contract Worker is performing Services for the Company (except as such disclosure is required for Contract Worker's performance of Services for Company).
- c) Additionally, Contract Worker agrees not to improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contract Worker has an agreement or duty to keep in confidence information acquired by Contract Worker in confidence, if any, and further agrees not to bring onto the premises of the Company any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.
- d) Contract Worker recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

Contract Worker acknowledges that Contract Worker owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence, and agrees not to disclose such confidential or proprietary information to any person or entity or to use such confidential or proprietary information except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

- e) Upon the termination of this Agreement, or upon Company's earlier request, Contract Worker will deliver to the Company all of the Company's property and Confidential Information in tangible form which Contract Worker may have in Contract Worker's possession or control and delete all such Company property and Confidential Information from Contract Worker's computers. Contract Worker shall certify in writing to Company such destruction and/or return of Confidential Information.
- f) With respect to Company's Confidential Information, Contract Worker, in the absence of appropriate U.S. government authorization, agrees: 1) not to re-export or release any such information consisting of technology, software or source code controlled for national security reasons by the U.S. Export Control Regulations ("EAR") to a national of EAR Country Groups D:1 or E:2; 2) not to export the direct product of such technology or such software to EAR Country Groups D:1 or E:2, if such technology or software and direct products thereof are controlled for national security reasons by the EAR; and 3) in the case of technology controlled for national security reasons under the EAR where the direct product of the technology is a complete plant or component of a plant, not to export to EAR Country Groups D:1 or E:2 the direct product of the plant or major component thereof, if such direct product is controlled for national security reasons by the EAR, or is subject to controls under the U.S. Munitions List. At all times hereunder, Contract Worker agrees to comply with all applicable U.S export control laws with respect to any of Company's Confidential Information.

2. **OWNERSHIP AND LICENSE**

- a) The term "Inventions" means, without limitation, all copyrightable material, notes, records, drawings, designs, inventions, processes, algorithms, improvements, creations, works, devices, masks, models, deliverables, products, computer programs, procedures, improvements, documents, business process information, developments, discoveries, trade secrets and other work product conceived, made or discovered by Contract Worker, solely or in collaboration with others, during the period of this Agreement which result directly or indirectly from the Services performed under this Agreement. Contract Worker agrees that all Inventions are the sole property of the Company. In addition, any Inventions which constitute copyrightable subject matter shall be considered "works made for hire" as that term is defined in the United States Copyright Act. Contract Worker further agrees to irrevocably assign (or cause to be assigned) and does hereby assign fully to the Company all of Contract Worker's worldwide right, title and interest in and to such Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contract Worker further waives any and all moral rights that Contract Worker may have in any Inventions.
- b) Contract Worker agrees to disclose promptly in writing to Company all Inventions and to treat all Inventions as Company Confidential Information. Contract Worker agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments which the Company shall deem necessary to order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contract Worker further agrees that Contract Worker's obligation to execute or cause to be

executed, when it is in Contract Worker's power to do so, any such instrument or papers shall continue after the termination of this Agreement. Contract Worker will appropriately waive any and all claims and assign to Company any and all rights or interests in any Inventions.

- c) Contract Worker agrees that if in the course of performing the Services, Contract Worker incorporates into any Invention developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Contract Worker or in which Contract Worker has an interest, the Company and its subsidiaries and affiliates are hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention or any other product or Confidential Information of the Company.
- d) Contract Worker agrees that if the Company is unable because of Contract Worker's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Contract Worker's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company above, then Contract Worker hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Contract Worker's agent and attorney in fact, to act for and in Contract Worker's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Contract Worker.

3. **REPORTS**

Contract Worker agrees that he/she will from time to time during the term of this Agreement or any extension thereof keep the Company advised as to Contract Worker's progress in performing the Services hereunder and that Contract Worker will, as requested by the Company, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of Contract Worker's Services. Contract Worker further agrees to provide Company with reasonable assistance in the event of a government audit.

4. **CONFLICTING OBLIGATIONS; NONCOMPETITION; NON-SOLICITATION; CODE OF ETHICS**

- a) Contract Worker certifies that Contract Worker has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Contract Worker from complying with the provisions hereof, and further certifies that Contract Worker will not enter into any such conflicting Agreement during the term of this Agreement.
- b) In view of Contract Worker's access to the Company's trade secrets, proprietary know-how and Confidential Information, Contract Worker further agrees that Contract Worker will not, without Company's prior written consent, engage in services for any other person or entity similar to the Services to be provided to Company hereunder during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement.
- c) Contract Worker hereby agrees that during the term of this Agreement, Contract Worker will not, without the express written consent of the Company, directly or indirectly, engage in any business (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, employee, agent, advisor or contract worker, or in any other capacity), other than the Company's, whose business, activities, products or services are competitive with any of the business, activities, products or services conducted by the Company. Notwithstanding anything herein to the contrary, Contract Worker may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than five percent (5%) of the equity of such enterprise.

- d) Contract Worker agrees that Contract Worker will not, during the term of this Agreement and for a period of twenty-four (24) months following the termination of this Agreement, directly or indirectly solicit, recruit, induce, or hire any officer, employee, consultant, contract worker, supplier, customer, or client of the Company or its direct or indirect subsidiaries or affiliates, either for Contract Worker or for any other person or entity.
- e) Contract Worker agrees that in connection with the performance of the Services, Contract Worker will comply with the Marvell Ethics Letter for Suppliers, as attached hereto as Exhibit A. Contract Worker further agrees that Contract Worker will not solicit, induce or otherwise cause any employee, Contract Worker or contractor of the Company to violate the Company's Code of Ethics, which is available on the internet at <http://www.marvell.com/investors/ethics1.jsp>.

5. **TERM AND TERMINATION**

This Agreement will commence on the Effective Date and will continue until final completion of the Services by Contractor Worker.

6. **ASSIGNMENT**

Contract Worker may not assign or otherwise transfer this Agreement, nor any rights or obligations under this Agreement, in whole or in part. Any attempt by Contract Worker to effect such an assignment or transfer will be void. Company may freely assign this Agreement, without prior consent of Contract Worker, in connection with a transfer of all or substantially all of Company's business or assets to which this Agreement relates, whether by corporate reorganization, acquisition, sale of assets or merger.

7. **CONTRACT WORKER; INDEMNIFICATION**

- a) Nothing in this Agreement shall in any way be construed to constitute Contract Worker as employee of the Company. Company shall not be responsible to pay Contract Worker, or to pay or withhold from payments to Contract Worker any federal, state or local taxes or fees. Contract Worker acknowledges and agrees that Contract Worker shall receive no Company-sponsored benefits from the Company, including, but not limited to, paid vacation, sick leave, medical insurance, 401(k) pension plan participation, other retirement plan participation or any equity-based compensation.
- b) Contract Worker agrees to indemnify and to hold harmless the Company and its directors, officers, employees, agents, insurers and representatives (collectively the "Indemnified Parties") from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from: (i) any claim, whether based on contract or tort, asserted against the Indemnified Parties, arising from or related to the Contract Worker's performance of the Services; (ii) any negligent, reckless or intentionally wrongful act of Contract Worker; (iii) any claimed unlawful disclosure or misuse of a third party's confidential or proprietary information or trade secrets resulting from the Company's use of Contract Worker's Services or work product; and (iv) any breach by Contract Worker of any of the terms, conditions or provisions of this Agreement.

8. **MEDIATION AND EQUITABLE RELIEF**

- a) Except as provided in Section 8(b) below, the Company and Contract Worker agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be submitted to mediation to be held in Santa Clara County, California, in accordance with the rules then in effect of the Judicial Arbitration and Mediation Services (JAMS). Judgment may be entered on any settlement arising from such mediation. The Company and Contract Worker shall each pay one-half of the costs and expenses of such mediation, and each shall separately pay their respective counsel fees and expenses.

- b) Given that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants and obligations imposed on Contract Worker as provided for in Sections 1 (Confidentiality), 2 (Ownership and License) and 4 (Conflicting Obligations, Non-Competition, Non-Solicitation and Code of Ethics), Contract Worker agrees that Company will have available, in addition to any other available right or remedy, the right to obtain from any court of competent jurisdiction an injunction against Contract Worker restraining any such breach or threatened breach and an order of specific performance against Contract Worker of any such provision. Contract Worker further agrees that no bond or other security shall be required as a condition precedent to the Company obtaining such equitable relief and Contract Worker hereby consents to the issuances of such injunction and to the ordering of such specific performance under such circumstances.

9. **WARRANTY**

Contract Worker warrants that the Services will be performed in a professional manner, and will be in compliance with the Company's requirements and specifications.

10. **GOVERNING LAW; JURISDICTION**

The validity, construction, and performance of this Agreement shall be governed by and interpreted in accordance with the laws of California, excluding its conflicts of law provisions. In the event that mediation, as required by Section 8(a) hereof, is not successful, the parties consent, to the exclusive subject matter and personal jurisdiction of, and agree that venue shall lie exclusively in, the Federal and State courts in the Northern District of California, provided, however, that such jurisdiction and venue restrictions shall not apply to requests for injunctive relief as set forth in Section 8(b) hereof. The parties hereby waive any right to a jury trial.

11. **WAIVER**

Failure by any party to enforce any of its rights under this Agreement will not be deemed to be a waiver of any right which that party has under this Agreement.

12. **SEVERABILITY**

If any term or provision of this Agreement shall be found invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms and provisions will not in any way be affected or impaired hereby.

13. **NOTICES**

Except as specifically provided herein, all notices required hereunder will be in writing, signed by an authorized representative of the party, and will be given by personal delivery, overnight courier service, facsimile, or mail, to Contract Worker at the address set forth in the signature block hereof, and to Company at Marvell Semiconductor, Inc., 700 First Avenue, MS 509, Sunnyvale, CA 94089, Attn: Vice President of Business Affairs and General Counsel.

14. **SURVIVAL**

Sections 1 (Confidentiality), 2 (Ownership and License), 4 (Conflicting Obligations; Non-Competition; Non-Solicitation and Code of Ethics), 7 (Contract Worker; Indemnification), 8 (Mediation and Equitable Relief), 10 (Governing Law; Jurisdiction), 11 (Waiver), 12 (Severability), 13 (Notices), 14 (Survival) and 15 (Entire Agreement) shall survive any termination of this Agreement.

15. **ENTIRE AGREEMENT**

This Agreement, including the Exhibit, reflects the entire Agreement of the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understanding or agreements relating thereto between the parties, whether written or oral. This Agreement shall not be amended, altered or changed except by written agreement signed by Contract Worker and

Company's Vice President of Human Resources. This Agreement is executed in the English language.

16. **EXECUTION AND COUNTERPARTS**

This Agreement shall be effective upon its execution below by Contract Worker. It shall not be a requirement to the effectiveness and enforceability of this Agreement that Company execute this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

IN WITNESS WHEREOF, on this _____ day of _____ 2005 (the "Effective Date"), Contract Worker executes and enters into this Agreement through his/her signature below.

"CONTRACT WORKER"

Signature: _____

Print Name: _____

Address: _____

Phone Number: _____

Facsimile: _____

Email: _____