

## MUTUAL CONFIDENTIALITY AGREEMENT

This agreement is between Cambridge Analog Technologies, Inc., a Delaware corporation (“CAT”), and the undersigned entity (“Company”). CAT and Company plan to disclose to each other certain Confidential Information, as defined below. The party disclosing such information is referred to as the “Disclosing Party,” and the party receiving such information is referred to as the “Recipient.”

### 1. Confidential Information; Exclusions.

(a) “Confidential Information” shall mean all business, operational, strategic, financial, technical and other information relating to the Disclosing Party or its actual or prospective business, products or technology that may be furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from, the Disclosing Party. Such term shall also include all copies and extracts of Confidential Information and all computer-generated studies and data containing Confidential Information. Information may be disclosed orally or in writing, but shall be considered Confidential Information only if it is identified as confidential at the time of disclosure or is technical or scientific information customarily understood to be a trade secret.

(b) For purposes of this Agreement, Confidential Information shall not include, and the obligations herein shall not apply to, information that: (a) is now or subsequently becomes generally publicly available through no fault of Recipient; (b) Recipient can demonstrate was rightfully in its possession prior to disclosure to Recipient by the Disclosing Party; (c) Recipient can demonstrate is independently developed by Recipient without the use of any Confidential Information provided by the Disclosing Party; or (d) Recipient rightfully obtains from a third party who, to Recipient’s knowledge, has the right, without obligation to the Disclosing Party, to transfer or disclose such information.

### 2. Confidentiality Obligations.

(a) Recipient shall use its best efforts to protect the confidentiality of the Confidential Information it receives from the Disclosing Party.

(b) Recipient may use the Confidential Information only for the purpose of exploring a business relationship with the Disclosing Party (the “Purpose”) and may make no other use of the Confidential Information.

(c) Recipient may provide the Confidential Information it receives from the Disclosing Party only to those of its employees who (i) have a "need to know" such Confidential Information in order to enable Recipient to use such Confidential Information for the Purpose and (ii) are legally bound to use and disclose such Confidential Information for no other purpose.

(d) Recipient may, in addition, use or disclose, as applicable, the Confidential Information if: (a) required by any request or order of any government authority, provided that Recipient shall first attempt to notify the Disclosing Party of such requirement and, to the extent reasonable, permit the Disclosing Party to contest such requirement; (b) otherwise required by law; or (c) necessary to establish its rights under this Agreement.

(e) Recipient shall notify the Disclosing Party immediately in the event of loss or compromise of any Confidential Information.

3. Right to Disclose. The Disclosing Party warrants that it has the right to disclose the Confidential Information to Recipient. All information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

4. Return. Promptly upon the Disclosing Party's request, Recipient will either return or, if requested by the Disclosing Party, destroy (and certify destruction of) all copies of any media or materials containing Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof to the extent that such contain Confidential Information.

5. Term. The term of this Agreement shall commence on the date of this Agreement and will continue until written notice of termination is provided by either party to the other. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive.

6. No Implied License. No rights or licenses under copyright, patent or trademark or other intellectual property rights of the Disclosing Party are granted or implied by either a confidential or nonconfidential disclosure.

7. Relief. Recipient agrees that, in the event of any breach of any provision hereof, the Disclosing Party may not have an adequate remedy in money or damages. Recipient therefore agrees that, in such event and without limiting any other remedies, the Disclosing Party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction. No failure or delay by a party hereto in enforcing any right, power or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power or privilege.

8. Miscellaneous. This Agreement will be governed by and construed in accordance with Massachusetts law.

Agreed:

CAMBRIDGE ANALOG TECHNOLOGIES, INC.

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) Date

By: \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title