

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual Agreement signed between Analog Technologies Corp. (Analog) whose principle office is located at 11481 Rupp Drive, Burnsville MN 55337 and _____, a company whose principle office is located at _____.

WITNESSETH:

WHEREAS, for their mutual benefit, the parties desire to disclose to each other certain technological and other proprietary information and to set forth the obligations of each party with respect to such technological and proprietary information disclosed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the sufficiency of which is acknowledged, the parties agree as follows:

Confidential Information. For the purposes of this Agreement, the term “Confidential Information” shall be deemed to include all information conveyed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally, in writing, by demonstration, electronically, or otherwise. Confidential Information may include, by way of example but without limitation, drawings, designs, specifications, formulations, instructions, test results, samples, business plans, ordering and shipment data, schedules, test market and national volumes, product and package designs and sizes, pricing, inventions, ideas, manufacturing and marketing plans and other data, and related technical and commercial information furnished by a party to the other party. Confidential information does not include information which the Receiving Party can demonstrate to be: (1) generally available to the public through no act or omission on the part of the Receiving Party or its officers, employees or representatives; (ii) known to the Receiving Party prior to its receipt thereof; (iii) disclosed to the Receiving Party at any time by a third party without violation of any obligation of confidentiality known by the Receiving Party; or (iv) independently developed by the Receiving Party. The party relying party relying on one or more of the above exceptions bears the burden of proving said exception(s). These exceptions do not apply to specific items of information (including techniques, equipment, processes, products, operating conditions, etc.) if the items are merely embraced by general disclosures in the public domain or in possession of the other party. In addition, a combination of specific information shall not be deemed within these exceptions merely because individual components of the combination are in the public domain or in the lawful possession of the other part.

2. Mutual Obligations of Confidentiality and Non-use.

2. (a) All rights to Confidential Information are reserved by the Disclosing Party and the Receiving Party will use Confidential Information solely in connection with the Purpose and will not communicate Confidential Information to other parties unless and until expressly authorized in writing to do so by the Disclosing Party.

(b) Confidential Information will be made available by the Receiving Party in confidence only to such of its directors and employees as need to know the same for the Purpose and such directors and employees are bound by nondisclosure or confidentiality agreements not to disclose Confidential Information transmitted to them.

(c) The Parties undertake, at their own expense, to enforce the obligations of confidentiality in nondisclosure or confidentiality agreements insofar as breach of the same relates to a disclosure of Confidential Information by such employee.
3. (a) Confidential Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required in furtherance of the Purpose by the Receiving Party. All Confidential Information in some physical form and copies thereof will be returned to the Disclosing Party within thirty (30) days of receipt by the Receiving Party of a written request for the return thereof and all monies paid to the Disclosing Party by the Receiving Party for said Confidential Information will be returned in full.

(b) Each Receiving party shall use its best efforts to prevent the disclosure of Confidential Information as it uses to protect its own Confidential Information, to prevent unauthorized persons having access to such Confidential Information, and will arrange proper and secure storage for such Confidential Information in the form of documents, schematics, papers, computer disks, magnetic tapes or any other form.
4. Notwithstanding the prohibitions herein, if the Receiving party is required by law to disclose certain of the Confidential Information, it may do so, but only after it has given the Disclosing Party at least two (2) business days' notice of the need to disclose.
5. (a) No license or conveyance of any rights to either party under any discoveries, inventions or patents is granted or implied by either Party by the furnishing of Confidential Information to the other except as provided in 2(a).

(b) Any development or innovation arising from work performed by a Receiving party independently or in conjunction with a Disclosing Party derived in whole or in part from Confidential Information from the Disclosing Party shall whether patentable or otherwise be the property of and assigned to the Disclosing party

and all such development or innovation together with information and material pertaining thereto in whatever form shall be Confidential Information and disclosed promptly to the Disclosing Party.

6. Any rights granted by the one Party to the other party shall be personal to the Receiving Party and may not be assigned or licensed.

7. All notices given under this Agreement shall be in writing and shall be deemed to have been properly addressed when sent by registered post or recorded delivery, return receipt requested, to the offices of the Parties specified in this Agreement. The date of service shall be the date on which such notice was received as evidenced by the return receipt. Either Party may be given written notice of a change of address and after notice of such change has been received, any notice thereafter shall be given to such party as above provided at such changed address.

8. The Parties agree each to perform their respective obligations here-in-under without charge to the other. This Agreement shall not be presumed to create any obligation upon either party to enter into any design, manufacture, or purchase agreement with the other party, but any such agreement made by the parties hereto shall be in writing and be subject to this Agreement.

9. The Receiving Party shall not alter, modify, break down or reverse engineer materials containing or constituting Confidential Information without the prior written consent of the Disclosing Party.

10. The Parties hereby acknowledge that the Disclosing Party shall not have an adequate remedy in the event that the Receiving Party breaches this Agreement and that the Disclosing Party will suffer irreparable damage and injury in such event, and the Receiving Party agrees that the Disclosing Party, in addition to any other available rights and remedies, shall be entitled to an injunction restricting the Receiving Party from committing or continuing any violation of this Agreement, and compensation for any and all expenses related to the disclosure.

11. This Agreement embodies all the understandings between the Parties hereto concerning the subject matter hereof and merges all prior discussions and writings between them as to the confidentiality of Confidential Information and neither of the Parties shall be bound by any condition, warrants or representations with respect to Confidential Information other than as expressly provided in this Agreement. Further provided, however, that the undersigned hereby agree to remain bound in both their official and individual capacities so long as this Agreement shall remain in force.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effects to conflicts of law provisions thereof.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed and signed in their names by the proper officials thereof who are duly authorized, on the effective date herein below set forth.

_____		Analog Technologies Corp.	
Signature:	_____	Signature:	_____
By:	_____ (Print Name)	By:	_____ (Print Name)
Title:	_____	Title:	_____
Date:	_____ Month Day Year	Date:	_____ Month Day Year