

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (hereinafter referred to as this "Agreement") is entered into and effective as of the _____ day of _____, _____ (hereinafter referred to as the "Effective Date") by and between Teledyne DALSA Semiconductor Inc., having its principal place of business located at 18 boul.de l' Aeroport, Bromont, Quebec , J2L 1S7, Canada (hereinafter referred to as "Teledyne"), and [INSERT Full Legal Name of Second Party], having its principal place of business located at [INSERT Street Address, City, Province/State, Postal Code, and Country] (hereinafter referred to as "Company"). Teledyne and Company are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Parties wish to specify the terms and conditions under which certain Confidential Information, as defined herein, may be provided by one Party (hereinafter referred to as the "Disclosing Party") to the other Party (hereinafter referred to as the "Receiving Party") for the purpose of [INSERT Specific Purpose] (the "Purpose"); and

WHEREAS, the Parties have determined to set down certain understandings between them relating to the disclosure and protection of Disclosing Party's Confidential Information in connection with the above mentioned Purpose.

NOW, THEREFORE, in consideration of the representations, covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

AGREEMENT

1. Term of Agreement

1.1 Unless terminated earlier pursuant to the termination provisions specified herein, this Agreement shall become effective as of the Effective Date, as specified above, and shall expire four years after the Effective Date (hereinafter referred to as the "Term"), subject to the requirements of Section 2 herein.

2. Continuing Obligations of Receiving Party

2.1 Notwithstanding the termination or expiration of this Agreement, Receiving Party's obligation to protect all Confidential Information received from Disclosing Party hereunder during the Term of this Agreement and shall continue for a period of three years from the later of:

- (a) the date of expiration of this Agreement;
- (b) the date of termination of this Agreement, or
- (c) the date that the last disclosure of Confidential Information was made by Disclosing Party to Receiving Party.

3. Disclosure of Confidential Information

3.1 Disclosing Party may provide confidential, nonpublic, or proprietary information under this Agreement in oral, written, electromagnetic, graphic, visual, inspection, or observance by Receiving Party, or other forms of information including, but not limited to, past, present, and future business, financial, statistical, and commercial information, business concepts, pricing and pricing methods, marketing and customer information, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, products, equipment, prototypes, samples, designs, data sheets, schematics, configurations, and drawings (hereinafter referred to as “Confidential Information”).

4. Receiving Party’s Obligations

4.1 Receiving Party must maintain any and all Confidential Information disclosed by Disclosing Party in strict confidence and Receiving Party must not use Confidential Information except for the stated Purpose of this Agreement.

4.2 Receiving Party agrees to use at least the same degree of care and discretion as Receiving Party uses to protect similar information of its own, but not less than reasonable care, to avoid unauthorized disclosure, publication, dissemination, or use of Confidential Information received hereunder.

4.3 Receiving Party hereby agrees that any Confidential Information disclosed by Disclosing Party hereunder:

- (a) shall be maintained by Receiving Party in a secure location;
- (b) shall not be copied without the prior written approval of Disclosing Party;
- (c) shall be used by Receiving Party solely for the stated Purpose of this Agreement;
- (d) shall only be disclosed to Receiving Party’s employees on a need-to-know basis in connection with the stated Purpose of this Agreement; and
- (e) shall not be used by Receiving Party in any manner on order to “reverse-engineer” Disclosing Party’s products or designs.

4.4 Receiving Party shall not disclose Disclosing Party’s Confidential Information to any third parties, including, but not limited to, Receiving Party’s agents, consultants, vendors, suppliers, or subcontractors, without the prior written approval of Disclosing Party. In the event Disclosing Party provides Receiving Party with written approval to disclose Confidential Information to a third party, Receiving Party shall ensure such third party either (i) has executed a similar Nondisclosure Agreement with Disclosing Party, or (ii) such third party executes a Nondisclosure Agreement with Receiving Party containing terms and conditions consistent with the requirements of this Agreement prior to receiving such information.

4.5 If it becomes necessary for Receiving Party to disclose Disclosing Party’s Confidential Information to a third party as a result of a requirement of law or regulation, such Confidential Information may be disclosed only to the extent required by law or regulation and, if so permitted, no earlier than five (5) business days after Receiving Party provides Disclosing Party with written notification of the requirement for such disclosure.

5. Exclusions

5.1 The obligations of confidentiality and restrictions on the use and disclosure of Confidential Information specified in this Agreement do not apply to any information that:

- (a) is lawfully and rightfully already in the possession of Receiving Party without obligation of confidentiality at the time of receipt from Disclosing Party;
- (b) is independently developed by Receiving Party without use or reference to the Confidential Information as evidenced by tangible evidence;
- (c) appears in any printed publication or patent or is in the public domain except as a result of a breach of this Agreement by Receiving Party; or
- (d) is lawfully and rightfully received, free of restrictions, by Receiving Party from a third party not known by Receiving Party to be under any nondisclosure or confidentiality obligation or to have misappropriated or otherwise unlawfully obtained such information.

6. Export of Confidential Information

6.1 Canadian Government and U.S. Government export regulations may apply to any authorized release of Teledyne's Confidential Information by Recipient. This Agreement does not authorize or permit export of Teledyne's Confidential Information. Any such export is subject to the prior written approval of Teledyne. If such export is authorized in writing by Teledyne, Recipient agrees to control access to Confidential Information received hereunder in strict accordance with all applicable Canadian and U.S. export laws and regulations, including, but not limited to, the Export and Import Permits Act (Canada), the United Nations Act, the Special Import Measures Act (Canada), the Defence Production Act (Canada), the Criminal Code (Canada), the U.S. Department of State's International Traffic in Arms Regulations (ITAR), and the U.S. Department of Commerce's Export Administration Regulations (EAR).

7. Injunctive Relief

7.1 The Receiving Party acknowledges and agrees that due to the unique nature of Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach shall result in irreparable harm to Disclosing Party, and, therefore, that upon any such breach or any threat thereof, Disclosing Party shall be entitled to seek appropriate equitable relief in addition to remedies it might have at law. The Receiving Party must notify Disclosing Party in writing immediately upon the occurrence of any unauthorized disclosure or release of Confidential Information, whether inadvertent or otherwise, and must use all reasonable efforts to prevent or limit any further dissemination of such Confidential Information. Additionally, notwithstanding anything herein to the contrary, Receiving Party shall be liable for any breach of this Agreement by any third parties to which it discloses Confidential Information.

8. Compliance with Law

8.1 Receiving Party hereby covenants that all of its activities under or pursuant to this Agreement comply with all applicable laws, rules, and regulations.

9. Termination

9.1 This Agreement may be terminated by either Party to this Agreement (hereinafter referred to as the "Terminating Party") if:

- (a) the Terminating Party is not itself in material breach or default of this Agreement; and
- (b) the other Party (hereinafter referred to as the "Breaching Party") materially breaches any material term or condition, or defaults in the performance, of this Agreement, or breaches any covenant or warranty made by it in this Agreement and the material breach or default remains uncured for a period of ten (10) calendar days after written notice to cure such

material breach or default is provided by the Terminating Party to the Breaching Party pursuant to this Section.

9.2 Either Party to this Agreement may terminate this Agreement at any time and without cause upon giving the other Party at least thirty (30) days prior written notice of termination.

9.3 Upon the expiration or termination of this Agreement, Receiving Party must cease all use of Confidential Information received hereunder and return or destroy all such Confidential Information, as directed by Disclosing Party, including all copies thereof, and, if destroyed, furnish Disclosing Party with written certification of destruction.

9.4 Termination of this Agreement for any reason shall not affect any rights or liabilities accrued at the date of termination.

10. Governing Law and Venue

10.1 This Agreement is written and construed in the English language and its interpretation in any judicial or arbitration proceedings shall be in accordance with the meaning of the words and phrases in Canada and performance of the Parties is construed and governed in accordance with the laws of the Province of Ontario, Canada, excepting its laws and rules relating to conflict of law. Neither (a) the United Nations Convention on Contracts for the International Sale of Goods, (b) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"), nor (c) the Protocol Amending the 1974 Convention done at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of this Agreement.

11. Disputes and Arbitration

11.1 The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to this Agreement, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the National Arbitration Rules of The ADR Institute of Canada Inc. which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Waterloo, Ontario, Canada, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award and/or decision of the arbitrator shall (a) state the reasons upon which the award is based and (b) shall be final and binding upon the Parties. The expense of the arbitration, including, but not limited to, the award of attorneys' fees to the prevailing Party, shall be paid as the arbitrator determines. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall be instructed that no award may be made of consequential, punitive or multiple damages.

12. Relationship of the Parties

12.1 Disclosing Party and Receiving Party are independent contractors. The relationship between Disclosing Party and Receiving Party is neither that of employer and employee nor does this Agreement intend or deem to establish any partnership or joint venture of any kind.

12.2 If this Agreement is entered into in anticipation of a business transaction or future agreement between the Parties, the Parties understand and agree that, notwithstanding any conduct of the Parties to the contrary, there is no binding agreement until such future agreement is signed by both Parties.

13. No Warranty

13.1 In providing any Confidential Information hereunder, neither Party makes any representation, either expressed or implied, as to its adequacy, accuracy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, nor shall either Party incur any responsibility or obligation whatsoever by reason of such Confidential Information, except as provided in this Agreement.

14. Modifications to Agreement

14.1 Except where Disclosing Party has the unilateral right to make changes to this Agreement as specified herein, no modification or change may be made to this Agreement except by written instrument signed by duly authorized representatives of Disclosing Party and Receiving Party.

15. Notices

15.1 All notices given under this Agreement shall be in writing addressed to the Parties at their respective addresses as set forth in Schedule A, Notices. All notices, demands or other communications required or permitted to be given or made shall be in writing and delivered personally or sent by prepaid mail (by air-mail if the notice is being communicated internationally), or by facsimile, cable, or email addressed to the intended Company at its address or at its electronic address. Regardless of the method of transmittal, the sending Party is responsible for obtaining a return receipt for the notice, demand, or communication.

15.2 Either Party may change its address or its facsimile number for purposes of this Agreement by giving the other Party written notice of its new address.

16. Assignment

16.1 This Agreement may not be assigned, delegated, sublicensed, or transferred, whether by operation of law or otherwise, by either Party, without the written consent of the other Party, and any attempted assignment, delegation, sublicense, or transfer without such written consent is void and of no effect, provided, however, that consent is not required with respect to any assignment, delegation, sublicense, or transfer of this Agreement or the rights hereunder to Teledyne Technologies Incorporated or any of its respective subsidiaries or affiliates or to any purchaser of all, or substantially all, of Teledyne's assets. This Agreement is binding upon, and inures to the benefit of, the permitted successors and assigns of Teledyne and Company.

17. Waiver

17.1 None of the terms, conditions, or provisions of this Agreement shall be waived by any act or knowledge on the part of either Party, except by an instrument in writing signed by a duly authorized representative of the Party entitled to the benefit of the term, condition, or provision. Further, the waiver by either Party of any right hereunder or the failure to enforce at any time any of the terms and conditions of this Agreement, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights or of any material breach or failure of performance of the other Party.

18. Severability

18.1 If any term, condition, or provision of this Agreement is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. No Rights by Implication

19.1 This Agreement grants no rights or licenses with respect to Disclosing Party's Products or Trademarks other than those rights or licenses expressly granted in this Agreement.

20. Parties to Agreement

20.1 The Parties to this Agreement are Disclosing Party and Receiving Party, and unless expressly stated otherwise in this Agreement, no other persons, parties, or entities have any rights or receive any benefits under it. The other subsidiaries, affiliates, and business units of the Parties are not parties to this Agreement, have no obligations or duties under this Agreement, and are unrelated third parties for all purposes.

21. Schedules

21.1 All Schedules referred to herein are specifically made a part of this Agreement.

22. Headings

22.1 The headings used in this Agreement are for reference purposes only and shall not affect the meaning or interpretation thereof.

23. Survival

23.1 Notwithstanding anything else in this Agreement to the contrary, the Parties agree that the provisions of the following Sections shall survive the expiration or termination of this Agreement: Sections 2. Continuing Obligation of Receiving Party; 4. Receiving Party's Obligations; 5. Exclusions; 6. Export of Confidential Information; 7. Injunctive Relief; 8. Compliance with Law; 9. Termination; 10. Governing Law and Venue; 11. Disputes and Arbitration; 13. No Warranty; 15. Notices; 19. No Rights by Implication; and 20. Parties to the Agreement.

24. Counterparts

24.1 This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

25. Entire Agreement

25.1 This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written, or implied, and sets forth the entire Agreement between Disclosing Party and Receiving Party with respect to its subject matter.

(signature page follows)

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed and delivered as of the date first written above.

For: Teledyne

Teledyne DALSA Semiconductor Inc.,

Name of Organization

Signature

Claude Jean

Printed or Typed Name

EVP and General Manager

Title:

For: Company

[INSERT Full Legal Name of Other Party]

Name of Organization

Signature

Printed or Typed Name

Title

SCHEDULE A

NOTICES

1. Primary Point of Contact:

For Teledyne: [INSERT name]
Telephone: [INSERT telephone number]
For Company: [INSERT name]
Telephone: [INSERT telephone number]

2. Notices and other communications shall be sent to the following addresses and numbers of the Parties:

If to Teledyne: [INSERT name]
[INSERT address]
Telephone: [INSERT telephone number]
Facsimile: [INSERT facsimile number]
Email: [INSERT email address]

If to Company: [INSERT name]
[INSERT address]
Telephone: [INSERT telephone number]
Facsimile: [INSERT facsimile number]
Email: [INSERT email address]

Teledyne Internet Website: www.teledynedalsa.com

With a copy to: Teledyne Technologies Incorporated
1049 Camino Dos Rios
Thousand Oaks, CA 91360-2362
Attention: Executive Vice President, General Counsel
and Secretary
Telephone: (805) 373-4602
Facsimile: (805) 373-4627