**THE WESTERN DESIGN CENTER, INC.**

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 [www.westerndesigncenter.com](http://www.westerndesigncenter.com)

 [www.WDC65xx.com](http://www.WDC65xx.com)

**BI-LATERAL NON-DISCLOSURE AGREEMENT**

Commercial Product Developer and THE WESTERN DESIGN CENTER, INC. (“WDC”) seek to exchange Confidential Information relating to semiconductor devices and system level products, including but not limited to 65xx technology design, applications, emulation and software support, and commercial pricing and relationship development.

Receipt and review of such information shall be subject to the following terms and conditions:

1. All Confidential Information supplied by either party shall remain the property of the disclosing party and shall be returned to the disclosing party promptly upon receipt of written request therefor. Any document or information that the disclosing party considers confidential shall be clearly marked “Confidential” “Proprietary” or by a like marking. Any Confidential Information disclosed by means other than writing must be identified as Confidential at the time of disclosure, summarized in writing designated as Confidential and delivered to receiving party within thirty (30) days of such disclosure.
2. The receiving party will use its best efforts not to distribute, disclose, or disseminate in any way, to anyone except their employees and contractors who are under an obligation to keep the Confidential Information confidential and who are involved in a consideration of the above, any Confidential Information received from the disclosing party. The receiving party shall make no copies of said Confidential Information unless necessary for purposes permitted hereunder, and shall treat any copies in the same way as the originals. The receiving party shall secure and safeguard any and all internal information, work product, or documents that contain the Confidential Information in any form in the same manner and to the same extent as the original Confidential Information. The receiving party shall not reverse engineer, disassemble or decompile the other party’s Confidential Information disclosed to it hereunder.

The obligations and restrictions imposed by this provision are limited as follows:

1. Neither party shall be liable for disclosure nor use of such information marked as Confidential Information as provided above which:

(1) is or becomes available to the public from a source other than the receiving party before or during the period of this agreement; or

(2) is released in writing by the disclosing party; or

(3) is lawfully obtained by the receiving party from a third party or parties; or

(4) is known by the receiving party prior to such disclosure; or

(5) is developed by the receiving party, as shown by evidence existing at the time of such disclosure or use, completely independently of such Confidential Information supplied by disclosing party.

1. In the event that either party becomes aware of a loss, disclosure, or use of such Confidential Information, whether inadvertent, accidental, or otherwise, such party shall immediately notify the other party in writing and shall take all reasonable steps to recover and minimize the unauthorized use of such information and shall continue to treat such information as subject to the limitations of this agreement.
2. No license or proprietary rights of any kind, express or implied, are granted or implied by this agreement or by the conveying of Confidential Information or other information to either party. Such information that may be transmitted or exchanged by the respective parties shall not constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of patents or other rights of others.
3. This agreement shall have a term of one (1) year. The recipient party shall be under an obligation to maintain the confidentiality of the other party’s Confidential Information disclosed to it hereunder for a period of three (3) years.
4. Neither party shall make any use of the Confidential Information received for any purpose whatsoever except for the purpose stated above. Any further use of such Confidential Information by either party shall require a separate agreement in writing.
5. In the event any provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, the provisions of this agreement being severable in such circumstances.
6. This agreement shall be governed and construed according to the laws of the State of Arizona, United States of America.
7. This agreement controls only confidential information which is disclosed on or after the Effective Date of the Agreement, which is the first signature date below, and the obligation of confidentiality shall remain in effect for five years after the Effective Date. A faxed copy and/or signature of this Agreement shall be effective as an original.
8. Neither party may assign or otherwise transfer this agreement or any of its rights hereunder without the other party’s prior written consent.
9. This agreement (a) constitutes the entire agreement and supersedes all written and oral communications between the parties relating to the subject matter hereof, and (b) may be modified or amended only by a written instrument specifically stating that it modifies this agreement, signed by the parties hereto

As evidence of approval and acceptance of the above agreement, the parties have affixed their signatures below.

COMMERCIAL PRODUCT DEVELOPER THE WESTERN DESIGN CENTER, INC.

Signature Signature

 David R. Cramer

## Typed or Printed Name

 VICE PRESIDENT- Business Development

Title (being duly authorized on behalf of the (being duly authorized on behalf of the party to

party to execute this Agreement) execute this Agreement)

Date Date