



THE WESTERN DESIGN CENTER, INC.

2166 E. Brown Rd. Mesa, AZ 85213

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www.westerndesigncenter.com

www.WDC65xx.com

BI-LATERAL NON-DISCLOSURE AGREEMENT

_____ (“_____”), with a principal place of business at:

_____ and THE WESTERN DESIGN CENTER, INC. (“WDC”), with a principal place of business at 2166 E. Brown Rd. Mesa, AZ 85213 seek to exchange Confidential Information relating to semiconductor devices and system level products, including but not limited to 65xx technology design, applications and software support for educational and future commercial applications of WDC IP.

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

- a. Neither party shall be liable for disclosure or 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.
- b. Neither party shall be liable for the inadvertent or accidental disclosure of such information marked as Confidential if such disclosure occurs despite the practice of exercising the same degree of care as the receiving party normally takes to preserve and safeguard its own Confidential Information.
- c. 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 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.

3. 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.
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. This agreement shall be governed and construed according to the laws of the State of Arizona, United States of America.
6. 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. An electronic copy and/or signature of this Agreement shall be effective as an original.

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

THE WESTERN DESIGN CENTER, INC.

Signature

Signature

Typed or Printed Name

WILLIAM D. MENSCH, JR.

Title (being duly authorized on behalf of the party to execute this Agreement)

PRESIDENT
(being duly authorized on behalf of the party to execute this Agreement)

Date

Date