



## Wi2Wi, Inc. Mutual Non-Disclosure Agreement

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In order to protect certain proprietary or confidential information which may be disclosed by Wi2Wi, Inc., 2107 N. First St., Suite 540, San Jose, CA 95131 (hereinafter "Wi2Wi") to \_\_\_\_\_(hereinafter "Other Party"), and in order to protect other proprietary or confidential information which may be disclosed by Other Party to Wi2Wi (party disclosing information is hereinafter "Discloser" and party receiving information is hereinafter "Recipient"), the parties agree as follows:

1. **Points of Contact:** For purposes of administering this agreement, Wi2Wi's point of contact is Simon Best, and the Other Party's point of contact is \_\_\_\_\_. *(please print)*
2. **Proprietary Information:** "Proprietary Information" means all confidential, technical and/or business information relating to integrated circuit design methodology, database, netlist, schematics, functionality, ideas, designs, techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, computer software code and/or systems, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, vendors, customers, projections and business prospects and related information which the Discloser discloses to the Recipient: (i) in documents, software, or other tangible materials, or (ii) orally, or in any other intangible form, when first disclosed to the recipient. Proprietary Information does not include any information which: (a) is or becomes publicly known or readily ascertainable by the public through no wrongful act of the Recipient, or (b) is received by the Recipient from a third party without breaching an obligation owed to the Discloser, if the Recipient is not restricted by the third party from disclosing such information, or (c) is independently developed by or for the Recipient without any information provided by the Discloser, or (d) is disclosed to a third party by the Discloser without similar restrictions on disclosure.
3. **Obligation Not to Disclose:** For a period of three (3) years from the date of disclosure, the Recipient shall maintain in strict confidence and shall not disclose or use, without the prior express written consent of the Disclosing Party, any Proprietary Information to any other person, unless disclosure is required by law, and will use Proprietary Information disclosed hereunder solely for the purpose of evaluations unless otherwise agreed in writing between the parties. All materials containing Proprietary Information delivered by the Discloser under this Agreement are and will remain the property of the Discloser. All such materials and any copies thereof, less a single archival copy if approved by the Discloser in writing, will be promptly returned to the Discloser by the Recipient upon the Discloser's written request.
4. **Product Development and Marketing.** This Agreement does not: (i) restrict either party from developing new products, improving existing products, or marketing any new, improved or existing products; or (ii) commit either party to disclose any particular information or to develop, make, use, buy, sell or otherwise dispose of any existing or future product, or to favor or recommend any product or service of the other party. To be binding, any such restriction or commitment must be in writing and signed by both parties.
5. **Other Information Not Deemed Proprietary Unless Otherwise Agreed; No Patent or Copyright Licenses Implied.** This Agreement does not enlarge, diminish or affect the rights and obligations that either party may have or come to have under any other written agreement signed by both parties, or with respect to any patent or copyright of either party. Except as specifically provided in any such other written agreement, or in this Agreement, there will be no restrictions as to the use or disclosure of any information exchanged at any time between the parties, in the past or in the future, other than restrictions that either party may independently have a right to assert under the patent or copyright laws.
6. **Export of Information.** Recipient shall not export, directly or indirectly, any information received from Discloser under this Agreement or any items incorporating such information to any country to which U.S. Government or any agency thereof at the time of export requires an export license, without first obtaining such license or approval.
7. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.
8. **Entire Agreement.** This is the complete agreement between the parties regarding the confidential treatment of any information exchanged between them and may be changed only by a written agreement.

**Wi2Wi, Inc.**  
 Signature: \_\_\_\_\_  
 Printed Name: Graham Sangster  
 Title: CFO  
 Date: \_\_\_\_\_

\_\_\_\_\_ (**"Other Party"**)  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_