

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of the date last written below, between Diseño de Sistemas en Silicio, S.A. (DS2), a Spanish corporation having its place of business at Calle Charles Robert Darwin, 2, 46980, Paterna (Valencia), Spain and **Atech Technology Co., Ltd.** having its place of business at **4th FL., No. 103, Sec 2, Jiuzong Rd., 114, Taipei, Taiwan, R.O.C.**

Whereas,

The Parties to this Agreement intend to engage in business discussions concerning Powerline Communications (PLC) and specifically PLC technology developed by DS2. In the course of such discussions it is anticipated that the Parties will disclose to each other certain proprietary information of a confidential nature. A party receiving confidential information hereunder is referred to as "Recipient", and a party disclosing information is referred to as "Discloser".

Clauses

1. In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, each party agrees as follows: Confidential Information means any and all information relating to specifications, design information, pricing and schedules, as well as trade secrets, proprietary technology, strategic planning and/or any other confidential or proprietary information of either Party, which may include, but not be limited to, information regarding business operations and /or customers, research, financial information, sales or marketing strategies, customer lists, specifications, drawings, prototypes, designs of products or proposed products, methods and processes, operating and training manuals, sources and supply lists, computer systems, software, computer hardware, computer codes, services/products to be sold or marketed by either Party (collectively, Confidential Information).
2. Confidential Information, if disclosed in writing shall be marked "Confidential" and, if disclosed orally and/or by visual inspection, Confidential Information will first be identified as confidential at the time of oral and/or visual disclosure. The term Confidential Information shall not apply to information which (i) is in the possession of the Recipient at the time of disclosure; (ii) is or becomes generally available to the public other than as a consequence of a breach of an obligation of confidentiality to the Discloser; (iii) is lawfully received from a third party without obligation of confidence; (iv) is independently developed by Recipient's personnel who did not have access to the Confidential Information and without using any Confidential Information of the Discloser as can be proved by written records; -(v) is approved for release by the Discloser in writing; or (vi) which the Recipient is legally required (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to disclose, provided that the Recipient promptly (and, in any event, before complying with any such requirement) has provided the Discloser with

notice of such requirement so that it may seek a protective order or other appropriate remedy.

3. If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the remainder shall however continue to be subject to the prohibitions and restrictions set out in this Agreement.
4. Each Party undertakes to keep in the strictest confidence the Confidential Information received in whatever form as specified hereinafter, and to protect and safeguard the same by taking measures at least equal to those applied or applicable to its own Confidential Information. Each Party agrees that Confidential Information shall only be used for the Purpose as defined above. Furthermore, the Recipient shall restrict disclosure of Confidential Information to those of its employees with a need to know (and advise such employees of the obligations assumed herein). The Recipient shall not disclose Confidential Information to any third party or agents, including Recipient's consultants and independent contractors, without prior identification of such consultants and contractors and written approval of Discloser. Any copies and/or reproductions of the Confidential Information shall contain any and all references to the relevant ownership rights and intellectual proprietary rights, as well as any and all markings expressing the confidential nature of the copied Confidential Information.
5. Each party shall retain all right, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information.
6. The Recipient shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Discloser.
7. This Agreement and the obligations set out hereunder shall continue in force for five (5) years from the date last written below, however, that either Party may terminate this Agreement at any time without cause upon (15) days prior written notice to the other party. Upon any termination or expiration of the Agreement for any reason whatsoever, Recipient will immediately cease use of Confidential Information and will return to Discloser, within seven (7) day after its request, all material in its possession or control which contain or reflect Discloser's Confidential Information. Recipient agrees that, notwithstanding any termination or expiration hereof, it will hold such Confidential Information in strict confidence and will not use or disclose same to anyone except as provided herein for a minimum of five (5) years from the date of disclosure.

8. The parties hereto are independent contractors. This Agreement or any right granted hereunder shall not be assignable or otherwise transferable. This Agreement can only be modified in writing and must be signed and approved by both parties.
9. This Agreement shall be governed by and construed in accordance with the laws of England, without regard to conflicts of law rules or principles. Any disputes arising in connection with or out of the performance or the interpretation of this Agreement, which the Parties cannot settle amicably, shall be finally settled by the competent courts of London, England. Both Parties agree to the exclusive jurisdiction of the competent courts of London, England.

Signed and approved by:
Atech Technology Co., Ltd.

Diseño de Sistemas en Silicio, S.A.

By _____

By _____

Name Eugene Yao

Name Ann Whyte

Title Director of Engineering

Title Coordinator Legal Affairs

Date _____

Date _____