

OpenSource Technologies, LLC
MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “*Agreement*”) is made and entered into as of the date last signed below (the “*Effective Date*”), by and between OpenSource Technologies (OST), a Pennsylvania based Corporation with offices at 650 N Cannon Ave. #115, Lansdale PA 19446 (“*OST*”), and _____, a Corporation located at _____ (a “*Party*” to this agreement).

Purpose. The Parties may from time to time exchange materials and information in connection with the business operations, strategies, financials, business plans and core competencies of OST in anticipation of a business relationship (the “*Relationship*”). This Agreement is intended to allow the Parties to facilitate the Relationship while protecting each Party’s Confidential Information (as defined below), including, without limitation, Confidential Information disclosed to the other Party prior to the Effective Date, against unauthorized use or disclosure.

Definition of Confidential Information. “*Confidential Information*” means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing Party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, due to the nature thereof or the circumstances surrounding disclosure, appear to a reasonable person to be confidential or proprietary.

Nondisclosure of Confidential Information

General Restrictions and Permitted Use. OST and Party each agree not to use any Confidential Information disclosed to it by the other Party other than to carry out discussions concerning the Relationship or as otherwise expressly authorized by subsequent written agreement between the Parties. Neither Party shall disclose or permit disclosure of any Confidential Information of the other Party to third parties or to employees of the Party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship. Each Party has caused or will cause its directors, officers, employees, consultants and agents who have access to Confidential Information of the other Party to sign a nondisclosure agreement, which agreement shall be substantially similar to this Agreement and shall, in any case, be at least as protective of the other Party’s Confidential Information as are the provisions of this Agreement. Each Party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving Party utilizes to protect its own Confidential Information, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the other Party’s Confidential Information which may come to the receiving Party’s attention.

Exceptions. Notwithstanding the above, neither Party shall have liability to the other with regard to any Confidential Information which the receiving Party can prove: (i) was in the public

domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party or any party to whom the receiving Party has disclosed such Confidential Information; (ii) was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iv) is disclosed by the receiving Party with the prior written approval of the other Party; or (v) is otherwise required by law or regulation to be disclosed. Each Party shall also be permitted to disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that (a) the receiving Party shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and (b) any such disclosure shall not otherwise alter the nature of or protection over the Confidential Information as to any other third parties.

No Duplication; Return or Destruction of Materials. Each Party agrees, except as otherwise expressly authorized by the other Party, not to make any copies or duplicates of the other Party's Confidential Information. Any Confidential Information in tangible or electronic form that has been furnished by one Party to the other in connection with the Relationship shall be (a) promptly returned by the receiving Party, accompanied by all copies thereof or (b) certified in writing as having been destroyed by the receiving Party, within ten (10) calendar days after (x) the Relationship has been rejected or concluded or (y) the written request of the disclosing Party.

No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information other than the limited right to review and use such Confidential Information solely as authorized by the disclosing Party. Each Party understands that nothing in this Agreement requires the disclosure of any Confidential Information by either Party, and that each Party has the right to determine, in its sole discretion, which of its Confidential Information, if any, to disclose to the other Party. Neither Party shall publish any data, information, test results or inventions containing or derived from the other Party's Confidential Information without the express, prior, written consent of the other Party.

Term. This Agreement shall remain in effect up to two years (subject to a five year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely, to the maximum extent permitted by applicable law, and survive any termination of the Relationship between the Parties.

Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Severability. If one or more provisions of this Agreement are held to be unenforceable under

applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement; (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

Independent Contractors. OST and Party are independent contractors, and nothing contained in this Agreement shall be construed to constitute OST and Party as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. In no event shall any provision of this Agreement be construed to create an agency of any kind or to any extent, and at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

Governing Law; Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Pennsylvania, without giving effect to principles of conflicts of law. For purposes of all claims brought under this Agreement, each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Pennsylvania.

Remedies. Each Party agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the other Party and the other Party's business. Each of OST and Party expressly agrees that, due to the unique nature of the disclosing Party's Confidential Information, monetary damages would be inadequate to compensate the disclosing Party for any breach by the receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, OST and Party each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing Party shall be entitled (i) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving Party, without the necessity of proving actual damages; and (ii) to be indemnified by the receiving Party from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of the receiving Party's obligations under this Agreement or the unauthorized use or disclosure of the disclosing Party's Confidential Information.

Amendment and Waiver. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought. No waiver under this Agreement shall be valid in binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Entire Agreement. This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with respect to the covenants set forth in this Agreement. Any and all other written or oral agreements existing between the Parties hereto regarding such covenants and/or subject matter are expressly canceled.

No Publicity. Neither Party, without the prior written consent of the other Party, disclose to any other person the fact that the other Party's Confidential Information may be disclosed under this Agreement, that discussions or negotiations are taking place between OST and Party, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other Party.
The Parties have executed this Mutual Nondisclosure Agreement as of the date first written below.

Signature:

Name:
Title:
Date:

OpenSource Technologies, Inc

Signature:

Printed Name:
Title:
Date: