

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement made by and between Analytical Design Solutions, Inc. a corporation with its principal offices at 227 W. Market St., Suite 200, York, PA, 17401, U.S.A. and _____ a company with its principal offices at _____.

As part of a supplier/partner relationship, the parties hereto wish to discuss business or sales information and opportunities, products and/or other confidential matters with each other and may wish to exchange confidential information (whether verbal, written or on any other media), products or other materials ("Confidential Material") for the purpose of evaluating such information, opportunities or matters. In consideration of the receipt of such Confidential Material, the parties agree as follows:

Each party shall retain all rights to its Confidential Material. Each receiving party agrees to take such reasonable measures to prevent the unauthorized disclosure to third parties of Confidential Material as it would take to prevent disclosure of its own proprietary or confidential information. To the extent practicable, information protected by this Agreement shall be marked "Confidential". Except as necessary for proper evaluation, Confidential Material obtained pursuant to this Agreement may not be duplicated in any manner without the prior written permission of the originating party; all Confidential Material exchanged pursuant to this Agreement must be returned to the originating party upon request. Confidential Material may not be used by the receiving party, except as expressly permitted by the originating party. Disclosing party warrants that it has the right to make the disclosure pursuant to this Agreement.

In the event receiving party must secure the services of a third party, receiving party shall obtain an agreement from such third party at least as restrictive as this Agreement. Receiving party shall send copies of all such additional agreements to other party.

The parties agree to keep this Confidential Material confidential for as long as the originating party considers the information to be confidential or for a period of three (3) years, whichever comes first. Information obtained by receiving party that (1) is or becomes generally known or available to the public, (2) is lawfully known to it at time of receipt, (3) is subsequently furnished to it lawfully by a third party without restriction, or (4) is furnished by the originating party to a third party without restriction will not be deemed confidential and may be used without restriction. Confidential Material may be disclosed under operation of law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance (at discloser's expense) in obtaining a court order protecting the information from public disclosure. Unless expressly agreed otherwise, the parties shall also keep confidential the existence of this Agreement and the exchange of information.

The time period for disclosing confidential information under this Agreement expires one (1) year from execution of this Agreement, or upon written termination of the business relationship, whichever is later. This disclosure expiration date does not affect the three (3) year time period of individual confidential material.

The receiving party acknowledges the Confidential Material is valuable property of the disclosing party and a breach or threatened breach of this Agreement would cause irreparable injury for which remedies at law alone would be inadequate. In addition to all other remedies available as a result of breach or threatened breach, a party injured hereunder shall have a right to seek equitable and injunctive relief.

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In the event any provision of this Agreement is deemed illegal or unenforceable by any court, then such provision shall be severable or modifiable to be legal and enforceable; the remaining Agreement to continue in full force and effect. This Agreement is binding on the parties and their respective directors, officers, employees, agents, and assigns, and is subject to the laws of the Commonwealth of Pennsylvania, United States of America.

Agreed:

Analytical Design Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date: _____