

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") made effective this XXX day of XXXXX, XXXX ("Effective Date") by and between Sourcereer, having its principal office at 656 Industrial Park Road, Ebsburg, PA 15931 and _____ having its office at _____ (hereinafter referred to as "Company").

The purpose of and sole intent behind the formulation and execution of this Agreement between Sourcereer and Company is to enable Sourcereer and Company to jointly evaluate and exchange information that each party considers proprietary to itself for agreed upon business opportunities both companies determine to pursue and the parties desire to set forth the condition according to which such proprietary information will be exchanged.

In consideration of the covenants and obligations contained herein, the parties hereby agree as follows:

1. Information exchanged by the parties hereunder shall be considered confidential and proprietary, and the disclosing party shall clearly label, at the time of disclosure, any written or tangible material with an appropriate stamp or legend ("Proprietary Information"). Oral information shall not be subject to any nondisclosure obligation hereunder unless such oral information is identified, at the time of disclosure, as Proprietary Information, and reduced to writing within ten (10) business days of such disclosure. The receiving party shall take all reasonable care to preserve and protect the Proprietary Information from any unauthorized use, disclosure or theft thereof. Reasonable care shall not be less than such care employed by the receiving party to protect its own confidential and proprietary information.
2. Each party shall limit access to and use of the Proprietary Information to its Personnel whose access or use is necessary to effect the intended purpose of this Agreement. Any proprietary information furnished by either party to the other shall not be disclosed to any third party without the written consent of the originating party. Each party shall take reasonable steps to preserve the other party's proprietary information in confidence and to prevent unauthorized disclosure or use thereof.
3. The proprietary information exchanged, or disclosed, between the parties shall not be used by the receiving party in its own business (except in furtherance of both parties' common interest in the aforementioned business opportunity) without the written consent of the party.
4. Each Party warrants that it has the right to disclose its Proprietary Information for the purposes of this Agreement. In providing any Proprietary Information hereunder, neither Party makes any representation, either expressed or implied, as to its adequacy, accuracy, sufficiency or freedom from defect of any kind, including such Proprietary Information, nor shall either Party incur any responsibility or obligation whatsoever by reason of such Proprietary Information, except as provided in this Agreement.
5. Each party shall take reasonable steps to preserve the other party's proprietary information in confidence, and to prevent unauthorized disclosure of use thereof.
6. Other than the limited right of access to and use of the Proprietary Information as provided herein, no title, license or proprietary right shall be granted, either expressly, by implication, by estoppel or otherwise, to the receiving party under any patent, trademark, copyright, trade secret or other proprietary right now or hereafter owned or controlled by the disclosing party.
7. The receiving party shall not be liable for disclosure or use of any information if such information was:
 - 7.1 In the public domain at the time of disclosure
 - 7.2 Already known or independently developed by the receiving party prior to receipt from the disclosing party
 - 7.3 Publicly known or available through no breach of this Agreement by the receiving party



- 7.4 Disclosed by the receiving party in response to a subpoena, court order or other legal process, and not subject to a protective order; provided that, if disclosure is so required, the receiving party shall promptly notify the disclosing party, in writing, of such subpoena, order or other legal process
- 7.5 Obtained from a third party, and based on the reasonable belief of the receiving party, of the third party's right of disclosure
- 7.6 Disclosed in a patent or copyright issued to the disclosing party, and therefore, disclosure is subject to such patent or copyright law limitations

8. Each party's nondisclosure obligations shall survive for two (5) years after termination of this Agreement.

9. This Agreement which is effective upon the date which it was signed, may be terminated by either Party upon giving thirty (30) days written notice to the other Party of its intention to terminate. Unless terminated earlier, this Agreement shall expire (3) years from the effective date. Upon the termination of this Agreement, the receiving party shall cease all use of the Proprietary Information and either return or destroy the Proprietary Information and any copies thereof, as directed by the disclosing party, who may request written certification of such destruction.

10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. The Proprietary Information supplied under this Agreement may be subject to the export control laws and regulations of the United States of America. In no event shall the receiving party disclose, export or re-export any such information obtained hereunder or the direct product thereof to any person where such disclosure would violate the export control laws and regulations of the United States of America.

12. The individuals identified below are designated as the points of contact for receipt of Proprietary Information:

For Sourcereee

Adam Murphy
Sourcereee
656 Industrial Park Road
Ebensburg, PA 15931

PH: 703.957.8684
Email:
Adam.Murphy@sourcereee.com

For Company

Name: _____
Address: _____

PH: _____
Email: _____

The following individuals identified below are designated as points of contact for the receipt of Notices:

For Sourcereee

Adam Murphy
Sourcereee
656 Industrial Park Road
Ebensburg, PA 15931

PH: 703.957.8684
Email:
Adam.Murphy@sourcereee.com

For Company

Name: _____
Address: _____

PH: _____
Email: _____

13. This Agreement cannot be changed in any respect except as agreed in writing and executed by both Parties.

IN WITNESS WHEREOF, Sourcereee and COMPANY hereby execute this Non-disclosure Agreement as of the Effective Date set forth above.



SOURCEREE

Signature: _____

Name: _____

Title: _____

Date: _____

Witness: _____

COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

Witness: _____