

OPSWAT INC.

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT ("Agreement") is entered into as of this _ day of _____, 2006 (the "Effective Date"), by and between _____ a _____ corporation having its principal place of business at _____ and **OPSWAT, Inc.**, a California corporation, having its place of business at 480 2nd Street #303 San Francisco CA 94107 ("OPSWAT",") or write N/A if an Individual.

1.DEFINITION. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to information related to the current, future, and proposed products and services of such party, and including, without limitation, such party's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information such party provides regarding third parties.

2.IDENTIFICATION. Each party agrees to mark Confidential Information in tangible form with the legend 'confidential', 'proprietary', or with similar legend. If disclosed orally, Confidential Information shall be identified as such at the time of disclosure by the disclosing party, and confirmed as such in writing by The disclosing party within thirty (30) days thereafter.

3.PROTECTION. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved beforehand and in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than evaluating a possible business relationship with the other party to this Agreement. Each party shall permit access to Confidential Information of the other party only to those of its employees having a need to know for the purposes of the foregoing evaluation and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations under terms at least as restrictive as those contained herein.

4.LOSS OR DISCLOSURE. Each party shall immediately notify the other party in writing in the event of any loss or unauthorized disclosure of the Confidential Information, and shall cooperate with the other party, at its own expense, in minimizing the effects thereof.

5.EXCEPTIONS. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the "Recipient") can prove to the other party (the "Disclosing Party") that: (a) such portion was in the public domain at the time it was communicated to the Recipient; (b) such portion lawfully entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) such portion was lawfully in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) such portion was lawfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; or (e) such portion is required to be disclosed pursuant to a valid order of a court or similar judicial or administrative body; provided, however, that the Recipient shall give the other party advance written notice of such requirement and shall cooperate with the other party, at the other party's expense, in the obtaining of a protective or similar order with respect thereto.

6.RETURN OF CONFIDENTIAL INFORMATION. Upon termination or expiration of the Agreement, or upon written request of the other party, whichever comes first, each party shall promptly return to the other party all documents, notes and other tangible materials containing the Confidential Information of such other party and all copies thereof, and shall promptly certify to the other party in writing that it has done so.

7.NO LICENSE. Each party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any proprietary rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property

right that has issued or that may issue, based on such Confidential Information, other than the right to use such Confidential Information for the purpose described in Section 3. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

8.COPIES. Each party agrees not to make any copies of the Confidential Information except with the prior, written permission of such other party. Any copies of such of the other party Confidential Information shall remain the property of the Disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing party.

9.DURATION. This Agreement shall terminate five (5) years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days' written notice to the other party with respect to future disclosures of Confidential Information. Each party's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon each party's heirs, successors and permitted assigns.

10.CHOICE OF LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws principles. The State and Federal Courts located in San Francisco County shall have exclusive jurisdiction over any disputes arising hereunder, and the parties hereby consent to the personal jurisdiction and venue of such courts Any purported oral amendment of this Agreement shall have no effect.

11.INJUNCTIVE RELIEF. Each party hereby agrees that breach of this Agreement by such party will cause the other party irreparable injury for which recovery of damages would be inadequate, and that the other party shall therefore be entitled to obtain, in addition to such damages and other relief as may be granted, timely injunctive relief.

12.SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

13.ASSIGNMENT. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in derogation of the foregoing shall have no effect.

14.EXPORT. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement (including Confidential Information) or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

15.NOTICES. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by certified or registered mail, return receipt requested. Notices shall be sent to the addresses set forth in the first paragraph of this Agreement or such other address as either party may specify in writing.

16.REVERSE ENGINEERING. Each party acknowledges that the other party's software programs contain valuable trade secrets and agrees that it will not modify, reverse engineer, decompile, create derivative works from, or disassemble any software programs contained in the Confidential Information.

17.ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to this project matter and supersedes all prior and contemporaneous discussions, agreements and communications with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

_____.

By:

OPSWAT, INC:

Name: Benjamin Czarny

Signature: _____

Title:

Date: _____

Signature: _____

Title

Date: _____

480 2nd st #303
San Francisco CA 94107