

NONDISCLOSURE AGREEMENT - Mutual

This is a mutual Nondisclosure Agreement between ASP Platform Services, LLC and _____(Confidant). The parties may disclose to each other certain confidential information, and the parties desire to keep such information confidential.

Each party agrees as follows:

1. Non-Disclosure and Limited Use. Each party hereby agrees to hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Each party may disclose the Confidential Information only to employees who need to know such information to conduct business. Each party shall not use any Confidential Information for its own benefit or for any purpose except to conduct business with the other party. Each party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use of the Confidential Information. No copies of Confidential Information may be made unless approved in writing by then other party.

2. Description of Confidential Information. "Confidential Information" means all information disclosed by each party (in writing, orally or in any other form) that is described as (or provided under circumstances indicating it is) confidential or proprietary, including, without limitation, business plans, technical data, product ideas, letters of intent, contracts and financial information. "Confidential Information" does not include information that is or becomes publicly known through no wrongful act of other party.

3. Remedies. Each party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, each party shall have the right to seek an immediate injunction enjoining any breach of this Agreement.

4. Return of Materials. Upon conclusion or termination of business between both parties, or at any time at each party requests, the other party shall return all copies of Confidential Information in tangible (including electronic) form. Upon return of the tangible form of Confidential Information, the other party shall not use the Confidential Information in any way for any purpose.

5. Confidentiality of Discussions. Each party shall not disclose the existence of discussions between the parties or the nature or substance of there business jointly.

6. Miscellaneous. This Agreement shall be binding upon and for the benefit of each party and their successors and assigns. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

CONFIDANT

ASP Platform Services, LLC

By _____
(signature)

By _____
(signature)

Name _____

Name Scott A. Blair
Managing Member

Title _____

Date _____

Date _____