

JOINT NONDISCLOSURE AGREEMENT

This Joint Nondisclosure Agreement (hereinafter "JNDA") is entered into by and between George Sheldon (hereinafter "George Sheldon"), and _____ (hereinafter "Recipient" such designations being understood to include their subsidiaries or affiliates (collectively "the parties"). The effective date of this JNDA is _____, 200_.

The mutual objective of the parties hereto is to provide appropriate protection for Confidential Information (as defined herein) while maintaining our ability to conduct our respective business activities. Each of the parties wishes to enter into this NDA to ensure that the terms and conditions hereof apply when one party ("Discloser") disclosed Confidential Information to the other ("Recipient") under this JNDA. NOW, THEREFORE, for good, valuable and binding consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definition of Confidential Information.

The term "Confidential Information" includes, among other things, all business strategies, formulae, notes, analyses, compilations, studies, interpretations or other documents prepared by Discloser or its representatives which contain, reflect or are based upon any information furnished to Recipient or its representatives pursuant hereto. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its representatives, (ii) was rightfully within Recipient's possession prior to its being furnished by or on behalf of Discloser pursuant hereto or is disclosed to Recipient by another party without obligation of confidentiality, (iii) becomes available to Recipient on a non-confidential basis from a source other than the Discloser, or (iv) is developed independently by Recipient. Recipient's obligations shall only extend to Confidential Information that is clearly marked as confidential at the time disclosed or, if orally disclosed, is orally identified as confidential at the time disclosed. Confidential Information may be disclosed: (a) in writing; (b) by delivery

of tangible things; (c) by initiation of access to information, such as may be contained in a computerized database; or (d) by oral and/or visual presentation.

2. Use of Confidential Information.

Recipient agrees that it will keep the Confidential Information confidential and use it solely for the purpose of evaluating a possible transaction between the Recipient and the Discloser.

3. Standard of Care.

Recipient agrees to use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. Notwithstanding the foregoing, Recipient may (i) make any disclosure of such information to which Discloser gives its prior written consent, and (ii) disclose any such information to Recipient's representatives who need to know such information for the purpose of evaluating a possible transaction with Discloser and who agree for the benefit of

Recipient and Discloser to keep such information strictly confidential.

4. Duration of Confidentiality Obligation.

Confidential Information disclosed pursuant to this JNDA will be subject to the terms of this JNDA for four years following the effective date hereof.

5. Nondisclosure of Relationship of Possible Transaction.

Each of the parties hereto agrees that, without the prior written consent of the other, it will not disclose to any person or entity the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a possible transaction involving the parties hereto, or otherwise disclose any of the terms, conditions or other facts with respect hereto, including but not limited to the status thereof.

6. Mandatory Disclosure.

Notwithstanding any other provision hereof, in the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall provide Discloser with prompt written notice of any such request or requirement so that Discloser may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Recipient is nonetheless legally compelled to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Recipient exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Discloser to obtain an appropriate protective order or other reliable assurance that

confidential treatment will be accorded the Confidential Information.

7. Return of Confidential Information.

If either party decides that it does not wish to proceed with a transaction with the other, it will promptly give notice of that decision in writing. In that case, or at any time upon the written request of the Discloser for any reason, Recipient will promptly deliver to Discloser all documents (and all copies thereof) furnished to Recipient by or on behalf of Discloser pursuant hereto. In the event of such decision or request, all other Confidential Information prepared by Discloser shall be destroyed and no copy thereof shall be retained. Notwithstanding the return or destruction of the Confidential Information, the parties hereto will continue to be bound by their obligations of confidentiality and other obligations hereunder.

8. No Representation.

Although the parties hereto have endeavored to include in the Confidential Information, information that they believe to be relevant for the purpose of the mutual evaluation of a possible transaction between the parties hereto, neither makes any representation or warranty as to the accuracy or completeness of the Confidential Information.

9. No License.

Neither this Agreement nor any disclosure of information hereunder grants the Recipient any right or license under any trademark, copyright, or patent now or hereafter owned or controlled by the Discloser.

10. No Restriction on Normal Business Activities.

So long as the Recipient complies with the terms hereof, the receipt of Confidential Information pursuant to this JNDA will not preclude the Recipient from providing to others products or services which may be competitive with products

or services of the Discloser or providing products or services to others who compete with the Discloser.

11. Non-Competition.

Without the prior written consent of the other party, a party will not directly or indirectly solicit for employment any person employed by the other party or connected with the operation of its business for the following periods: if no transaction(s) between the parties result or develop, for a period of one (1) year from the effective date hereof; or, for a period of one (1) year after the conclusion of all business relations between the parties. Further, each party understands and agrees that all of the other party's employees have contractual obligations prohibiting them from entering into employment relationships with businesses that the other party at its sole discretion determines to be competitors.

12. General Provisions

a. This JNDA does not require either party to disclose or to receive information or to enter into a transaction.

b. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this JNDA without prior written consent of the other party. Any attempt to do so is void ab initio.

c. Recipient agrees to comply with all applicable laws, rules and regulations relevant to the Confidential Information, including but not limited to government export and import laws and related regulations.

d. Either party may terminate this JNDA by providing ten (10) days' prior written notice to

the other. The provisions of this JNDA, which, by their nature, extend beyond its termination, shall remain in full force and effect until fulfilled, and shall apply to respective successors and assignees.

e. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

f. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this JNDA and that the parties shall be entitled to equitable relief, including but not limited to injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this JNDA but shall be in addition to all other remedies available at law or equity.

g. This JNDA shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without giving effect to its conflict of laws principles or rules. Further, both parties consent to the jurisdiction of the state or federal courts located in Pennsylvania, with venue being proper in such jurisdiction.

h. This JNDA contains the entire agreement between the parties concerning the subject matter hereof and no modification or amendment of this JNDA or of the terms and conditions hereof will be binding upon either of the parties unless signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized and empowered agents to execute this JNDA on and as of the date first hereinabove written.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____