

OOPSystems Software, Inc.**Standard Non-Disclosure Agreement**

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of _____ ("Effective Date") between OOPSystems Software, Inc., having its principal place of business at 106 Siebe Drive, Fairfield, California, 94534 ("Company") and _____ having its principal place of business at _____ ("Recipient").

Purpose: Company and Recipient wish to explore a business opportunity of mutual interest and in connection with this opportunity; Company may disclose to Recipient certain confidential technical and business information which Company desires Recipient to treat as confidential.

"Confidential Information" means any information disclosed to Recipient by Company, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples and the Company's plant and equipment. Confidential Information may also include information disclosed to Company by third parties. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Company; (ii) becomes publicly known and made generally available after disclosure to Recipient by Company through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Company as shown by Recipient's files and records immediately prior to the time of disclosure.

Non use and Non-disclosure: Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and Company. Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Company's Confidential Information and which are provided to Recipient hereunder.

Maintenance of Confidentiality: Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Company. Recipient shall reproduce Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information.

No Obligation. Nothing herein shall obligate Company or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Company and shall be promptly returned to Company upon Company's request.

Proprietary Rights. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Company, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein. Any improvements, modifications or enhancements made to Confidential Information, or inventions conceived or reduced to practice using or based upon Confidential Information, by Recipient shall be assigned to, and shall be the exclusive property of, Company.

Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling Company to obtain injunctive relief in addition to all legal remedies,

Recipient Information. Company does not wish to receive any confidential information from Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

WHEREFORE, by their signature below, the parties hereto acknowledge that they have reviewed carefully what has been expressed in this document, which they understand is a legally binding document, and that the understandings and agreements expressed in this document are binding upon them:

RECIPIENT

Date: _____

Name: _____

Signature: _____

Signature: _____ (Optional)