

# MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered into as of \_\_\_\_\_, 2026 (the “**Effective Date**”) by and between **OpenSource Technologies Inc.**, a Pennsylvania corporation having its registered office at 650 North Cannon Avenue #229, Lansdale, Pennsylvania 19446 (“**OST**”), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the “**Counterparty**”). OST and the Counterparty are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

The Parties wish to explore a potential business relationship involving the provision of technology consulting, software development, staffing, and related services (the “**Transaction**”). In connection with the Transaction, each Party (in such capacity, the “**Disclosing Party**”) may disclose to the other Party (in such capacity, the “**Receiving Party**”) certain confidential and proprietary information. In consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **1. Definition of Confidential Information.**

(a) For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) marketing strategies, plans, financial information, projections, operations, sales estimates, pricing, business plans, and performance results relating to the past, present, or future business activities of the Disclosing Party, its affiliates, subsidiaries, and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology, or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information, and trade secrets; (v) the existence and terms of this Agreement and the discussions between the Parties; (vi) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vii) any information generated by the Receiving Party or its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable, or constitute a trade secret in order to be designated Confidential Information.

(b) Notwithstanding the foregoing, Confidential Information shall not include information which: (i) was lawfully in the Receiving Party’s possession, as evidenced by the Receiving Party’s written records, prior to receipt from the Disclosing Party; (ii) becomes rightfully known by the Receiving Party from a third-party source not under an obligation of confidentiality to the Disclosing Party; (iii) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (iv) is required to be disclosed pursuant to applicable law or legal process, subject to Section 4; or (v) is

independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records.

## **2. Obligations of the Receiving Party.**

The Receiving Party shall: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents, attorneys, accountants, financial advisors, and contractors (collectively, "**Representatives**") who have a need to know such Confidential Information in connection with the Transaction, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality obligations no less stringent than those contained herein, and remain fully liable for any acts or omissions by its Representatives that, if committed by the Receiving Party, would constitute a breach of this Agreement; (c) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than a reasonable degree of care; and (d) not disclose any Confidential Information to any third party except as expressly permitted herein.

## **3. Use of Confidential Information; Ownership.**

(a) The Receiving Party shall use the Confidential Information solely in connection with evaluating, negotiating, and performing the Transaction (the "**Permitted Purpose**") and not for any other purpose without the prior written consent of an authorized representative of the Disclosing Party. No right or license, whether express or implied, in or to the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information remains solely with the Disclosing Party.

(b) For clarity, nothing in this Agreement shall assign or transfer to either Party any of the Receiving Party's pre-existing intellectual property, methodologies, tools, frameworks, processes, know-how, or general skills and experience (collectively, "**Background IP**"), nor any independent developments of the Receiving Party created without use of or reference to the Disclosing Party's Confidential Information. Each Party retains all right, title, and interest in and to its own Background IP.

## **4. Compelled Disclosure.**

If the Receiving Party is required by law, regulation, subpoena, or order of a court or governmental authority of competent jurisdiction to disclose any Confidential Information, the Receiving Party shall, to the extent legally permitted, promptly notify the Disclosing Party in writing prior to disclosure so that the Disclosing Party may, at its sole expense, seek a protective order or other appropriate remedy. The Receiving Party shall reasonably cooperate (at the Disclosing Party's expense) with the Disclosing Party's efforts to obtain such protective order or remedy. If such protective order or remedy is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information that, in the written opinion of its legal counsel, it is legally required to disclose, and shall use reasonable efforts to obtain confidential treatment of the information disclosed.

## **5. Term and Survival.**

(a) This Agreement shall commence on the Effective Date and shall continue in effect for a period of **two (2) years** (the “**Term**”), unless earlier terminated by either Party upon thirty (30) days’ prior written notice to the other Party.

(b) Notwithstanding the expiration or termination of this Agreement, each Receiving Party’s obligations with respect to Confidential Information disclosed during the Term shall survive for a period of **three (3) years** following such expiration or termination; provided, however, that with respect to any Confidential Information that constitutes a trade secret under applicable law, such obligations shall continue for so long as such information remains a trade secret.

## **6. Remedies.**

Each Party acknowledges that the Confidential Information disclosed hereunder is of a unique and valuable character, and that the unauthorized disclosure or use thereof would cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. Accordingly, each Party agrees that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, without the requirement to post bond or other security, in addition to all other remedies available at law or in equity. The prevailing Party in any action brought to enforce this Agreement shall be entitled to recover its reasonable attorneys’ fees and costs.

## **7. Return or Destruction of Confidential Information.**

Upon the earlier of (i) the completion or termination of the Transaction, (ii) the expiration or termination of this Agreement, or (iii) the Disclosing Party’s written request, the Receiving Party shall, at the Disclosing Party’s option, either promptly return or destroy all tangible materials embodying Confidential Information (and all copies, notes, summaries, abstracts, and derivative materials based thereon, in whatever form of storage), and, upon request, certify in writing such return or destruction by an authorized officer of the Receiving Party. The Receiving Party may retain (a) copies required to comply with applicable law, regulation, or its bona fide internal document retention policies, and (b) Confidential Information contained in automatic backup systems that are not reasonably accessible in the ordinary course of business, in each case subject to the continuing confidentiality obligations of this Agreement.

## **8. Notice of Breach.**

The Receiving Party shall promptly notify the Disclosing Party in writing upon discovery of any (a) unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or (b) other actions by the Receiving Party or its Representatives inconsistent with their obligations under this Agreement. The Receiving Party shall reasonably cooperate with the Disclosing Party’s efforts to mitigate the effects of any such unauthorized use or disclosure.

## **9. Non-Solicitation of Personnel.**

During the Term and for a period of **twelve (12) months** thereafter, neither Party shall, directly or indirectly, solicit for employment or engagement, hire, or otherwise engage as an independent contractor any employee, consultant, or contractor of the other Party with whom such Party first came into contact in

connection with the Transaction, without the prior written consent of the other Party. The foregoing shall not prohibit (i) general solicitations of employment not specifically targeted at such personnel (such as advertisements or postings on public job sites), or (ii) the hiring of any person who responds to such general solicitations or who initiates contact independently and without inducement.

**10. Non-Circumvention.**

During the Term and for a period of **twelve (12) months** thereafter, neither Party shall use any Confidential Information of the other Party to (a) circumvent or attempt to circumvent the other Party in any business opportunity, transaction, or relationship introduced or made known through the discussions contemplated by this Agreement, or (b) directly engage any client, subcontractor, vendor, or business partner of the other Party that was first identified or introduced through such discussions, without the prior written consent of the other Party.

**11. No Binding Agreement for Transaction.**

Neither Party shall be under any legal obligation of any kind with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Each Party reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to the Transaction at any time, for any reason or no reason, without liability. This Agreement does not create a joint venture, partnership, agency, or employment relationship between the Parties. If the Parties enter into a definitive agreement for the Transaction, the non-disclosure provisions of that agreement shall supersede this Agreement with respect to Confidential Information disclosed thereunder; otherwise, this Agreement shall control.

**12. No Warranty.**

**ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.** Neither Party is under any obligation under this Agreement to disclose any particular Confidential Information. Except for a breach of this Agreement, neither Party shall have any liability to the other Party or its Representatives resulting from any use of the Confidential Information.

**13. Limitation of Liability.**

**EXCEPT FOR A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT OR ITS OBLIGATIONS UNDER SECTIONS 9 (NON-SOLICITATION) OR 10 (NON-CIRCUMVENTION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**14. Miscellaneous.**

**(a) Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, with respect to the subject matter hereof. This Agreement may be modified only by a written amendment signed by both Parties.

**(b) Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Pennsylvania**, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **Montgomery County, Pennsylvania**, for any disputes arising out of or relating to this Agreement, and each Party irrevocably waives any objection to such jurisdiction or venue.

**(c) Waiver.** Any failure by either Party to enforce strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Any waiver must be in writing and signed by the waiving Party.

**(d) Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, and the remaining provisions shall remain in full force and effect.

**(e) Notices.** Any notice required or permitted hereunder shall be in writing and delivered (i) by hand, (ii) by nationally recognized overnight courier, (iii) by certified mail, return receipt requested, postage prepaid, or (iv) by electronic mail with confirmation of receipt, to the address of the other Party first set forth above (or such other address as may be furnished in accordance with this Section). Notices shall be deemed given: (a) on the date of personal delivery or confirmed email; (b) on the third business day following dispatch by overnight courier; or (c) on the seventh business day following deposit in the mail.

**(f) Assignment.** Neither Party may assign or transfer this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, except that either Party may assign this Agreement, without consent, to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee assumes all obligations hereunder in writing. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**(g) No Exclusivity.** Subject to the obligations of confidentiality set forth herein, the receipt of Confidential Information pursuant to this Agreement shall not prevent or limit either Party from (i) developing, making, or marketing products or services that are or may be competitive with those of the other Party, or (ii) providing products or services to others who compete with the other Party.

**(h) Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered electronically (including via PDF, DocuSign, or similar service) shall be deemed originals for all purposes.

**(i) Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

**OPENSOURCE TECHNOLOGIES INC.**

**COUNTERPARTY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_