

OPENSOURCE CONNECTIONS, LLC NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of September 24, 2007, by and between OPENSOURCE CONNECTIONS LLC, a Virginia limited liability company (“OSC” or “the Company”) and _____ (“Consultant”).

INTRODUCTION

1. OpenSource Connections engages software development and system integration. Consultant acknowledges that he will, in the course of his engagement by OSC, have access to confidential and proprietary business information used by OSC and certain business and trade secrets which make Consultant’s position one of trust and confidence.

TERMS

2. Trade Secrets. For purposes of this Agreement, the term “Trade Secret” means information that derives economic value, actual or potential, from not being generally known and not being readily ascertainable to other persons who can obtain economic value from its disclosure or use, which information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Trade Secrets also include any information received by the Company or any client of the Company that is subject to a confidentiality agreement or provision. Trade Secrets may include either technical or non-technical data. Consultant acknowledges and agrees that all Trade Secrets, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of the Company and that any Trade Secrets produced by any Consultant during the engagement with the Company shall be considered “work for hire” as such term is defined in 17 U.S.C. Section 101, the ownership and copyright of which shall be vested solely in the Company. Each Consultant agrees that all Trade Secrets of the Company received or developed by any employee or consultant as a result of employment or engagement in the Company will be held in trust and strictest confidence, that each Consultant will protect such Trade Secrets from disclosure, and that Consultant will make no use of such Trade Secrets, except in connection hereunder, without the Company’s prior written consent. The obligations of confidentiality contained in this Agreement will apply during engagement with the Company.

3. Return of Property. Consultant understands and agrees that all business and account information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his engagement, whether confidential or not, are the property of OSC, and that, upon the termination of his services, for whatever reason, he will promptly deliver to OSC all such materials, including copies thereof, in his possession or under his control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

OPENSOURCE CONNECTIONS, LLC

By: _____

Jason Hull
Principal

Name of Consultant and/or
Consultant's Company Name