

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
GOVERNING THE INSPECTION OF STOCKHOLDER LIST

This Confidentiality and Non-Disclosure Agreement Governing the Inspection of Stockholder List (the "Agreement") is entered into between Patriot Scientific Corporation (the "Company"), and the "Stockholder". The Company and the Stockholder are each individually referred to herein as a "Party" and are collectively referred to as the "Parties."

WHEREAS, on or about April 30, 2015, the Stockholder made a demand (the "Demand") to inspect the stockholder list of the Company;

WHEREAS, pursuant to the Demand and subject to the Stockholder executing this Agreement, the Company has agreed to allow the Stockholder to inspect the stockholder list (which, together with information or analyses derived from information made available for inspection, is referred to as the "Confidential Material");

WHEREAS, the Company believes that stockholder list contains confidential information;

IT IS HEREBY AGREED, by and between the Parties, this 30th day of April 2015, as follows:

1. Stockholder agrees that the Confidential Material is being produced to them only for purposes reasonably related to Stockholder's interests as a stockholder of the Company and that Stockholder shall not utilize Confidential Material, any other information produced by the Company or anything derived from Confidential Material or derived from any other information produced by the Company for any other purpose.
2. The Stockholder will not disclose, publish, or communicate Confidential Material to any person or entity in any form (written, oral, electronic or through any other medium), either directly or indirectly, except as provided in this Confidentiality Agreement to end; provided that in no event shall stockholder, directly or indirectly, publically disclose, publish or communicate names, addresses, holdings of any other stockholder.
3. If the Stockholder is required (by interrogatory, subpoena, civil investigatory demand, or any similar process relating to any legal proceeding, investigation, hearing, or otherwise) to disclose in any manner any Confidential Material, the Stockholder will provide the Company with prompt notice (i.e., within 2 business days of receipt of such interrogatory, subpoena, demand, or any similar process), so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement in the event that such protective order or other remedy is not obtained, or if the Company waives compliance with the provisions of this Agreement, the Stockholder may furnish only such Confidential Material as they are advised is legally required and must exercise their best efforts to obtain assurance that confidential treatment will be accorded to any Confidential Material.
4. Each Party who receives Confidential Material pursuant to this Agreement agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery in any action to enforce any provision of, or based on any right or claim arising out of, this Agreement

including any action to determine any dispute as to the confidentiality of any information or document produced by the Company. Each Party hereby expressly waives any and all objections such Party may have to personal jurisdiction or to venue, including without limitation the inconvenience of such forum, in the Court of Chancery.

5. Each Party agrees that the Company does not have an adequate remedy at law in the event of a breach of this Agreement by the Stockholder. The Parties further agree that, in the event of a breach of this Agreement by the Stockholder, the Company will suffer irreparable harm and will be entitled to specific performance and/or injunctive relief to enforce the terms of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to any other remedies to which the Company may be entitled at law or in equity.
6. This Agreement may not be amended, changed, waived, discharged, or terminated (except as explicitly provided herein), in whole or in part, except by an instrument in writing that refers specifically to this Agreement and that is signed by the Party against whom enforcement of such amendment, change, waiver, discharge, or termination is sought. The waiver by any Party of any breach of this Agreement will not be deemed or construed as a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.
7. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, beneficiaries, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.
9. This Agreement may be executed in multiple counterparts by any of the signatories hereto and as so executed shall constitute one agreement.
10. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements and understandings, written and oral, between the Parties with regard to the subject matter hereof.
11. This Agreement will be deemed to have been mutually prepared by the Parties and will not be construed against either of them by reason of authorship.