

## NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

This agreement entered into between \_\_\_\_\_ (hereinafter known as **INVENTOR**) and \_\_\_\_\_ (hereinafter known as **PARTNER**) confirms the terms and conditions under which **INVENTOR** intends to and will provide to **PARTNER** proprietary information or material relating to a pending United States Patent Application on the invention of the \_\_\_\_\_ [name of invention], (hereinafter known as **INVENTION**) for the review and assessment of interest by **PARTNER** for investment in **INVENTION**, on terms to be established, leading towards the commercial utilization of such information or material.

**PARTNER** agrees that any such information or material in writing (or promptly confirmed in writing, whether by hand or by facsimile, after oral communication) or otherwise fixed in tangible form (e.g. on videotape, audio tape, e-mail, computer storage media, etc.) submitted to it by **INVENTOR** shall be held in confidence, and will not be disclosed by **PARTNER** or its affiliates directly or indirectly. **PARTNER** shall use all reasonable diligence to prevent commercial use or disclosure by **PARTNER**, except to **PARTNER**'s necessary personnel for a period of two (2) years from the signing of this agreement. **PARTNER** further agrees that neither it nor its affiliates or any other entity who may have access to the material provided will place on the market or file for any intellectual property rights associated with any product similar in any fashion to the product disclosed until after the patent, now pending or shortly to be pending with the USPTO, expires. Further, it is understood and accepted by **PARTNER** that the material being provided not only includes patent pending material but also material which is a trade secret and that all material provided shall be treated as a trade secret.

No obligation of confidentiality shall exist between either party in this agreement as to information or material that:

1. is public domain or becomes public knowledge through no fault of the party receiving said information or material; or
2. is previously known to and properly obtained by **PARTNER** from other sources.

Any and all proprietary written material or other information in tangible form received by **PARTNER** from **INVENTOR** shall, upon request, be immediately returned.

Nothing in this agreement shall be construed as granting either party any license or rights for any purpose under any patent or other intellectual property laws of the United States.

**PARTNER** agrees that within **60 days** from receiving confidential information, **PARTNER** will report to **INVENTOR** the results of **PARTNER**'s review and will advise whether **PARTNER** is interested in negotiating for the rights to develop, manufacture, or distribute the **INVENTION**. Both **PARTNER** and **INVENTOR** understand that this is not a license agreement.

Miscellaneous provisions:

1. Arbitration: Any and all disputes which can not be settled between the parties shall be decided through binding arbitration under the commercial rules of the American Arbitration Association. The loser of the Arbitration as decided by the arbitrator shall pay all costs and fees. The arbitrator shall have the right to divvy up wrong and make each party pay accordingly or not all with the interest of justice being the paramount and over riding interest.

2. Choice of Law and Venue: All parties to this Contract agree that any legal disputes concerning this settlement shall be determined according to the laws of the state of Washington, D.C., shall be venued in Washington, D.C. and no court in this country shall have the power to adjudicate any matter pertaining to this contract other then one in Washington, D.C.

3. Severability: If any provision of this Contract is declared void or unenforceable, such provision shall be severed from this contract, which shall otherwise remain in full force and effect.

4. Waiver of Breach: The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.

5. Assignment: Neither party may assign, sub-contract or transfer their rights in this agreement, and interest therein or claim there under, without the written approval of the other party.

6. Entire Agreement: This Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.

7. Separate Counter Parts: This Agreement may be executed by the parties on separate copies of the same agreement and exchanged by facsimile with the same effect as if all parties had signed the same instrument.

8. In the event **PARTNER** breaches, or threatens to breach any of the covenants expressed herein, the damages to **INVENTOR** will be great and irreparable and difficult to quantify; therefore, **INVENTOR** may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling **INVENTOR** from any other relief in either law or equity. In the event that any or all of the covenants expressed herein shall be determined by a court of competent jurisdiction to be invalid or unenforceable, by reason of its geographic or temporal restrictions being too great, or by reason that the range of activities covered are too great, or for any other reason, these covenants shall be interpreted to extend over the maximum geographic area, period of time, range of activities or other restrictions to which they may be enforceable.

9. During an analysis of this agreement it shall be deemed that both parties have drafted this agreement equally and together.

10. It is understood and agreed that (1) each party has read the terms of this Agreement; (2) each party has had the opportunity to consult or has consulted with counsel of their choice regarding this Agreement; (3) each party has been given a reasonable and sufficient period of time in which to consider and execute this Agreement; and (4) each party has entered into this Agreement freely and voluntarily without coercion or undue influence of any kind.

11. Each person executing this Agreement represents and warrants that he or she has the authority and power to do so from the patty on whose behalf he or she is executing.

IN WITNESS WHEREOF, The Parties hereto have executed their Agreement as of the day and year first above written.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_