



NON-DISCLOSURE AGREEMENT

Invention Name _____

1. Introduction

This Agreement (“Agreement”), is made and entered into as of _____, 2014, between _____ (“Company” or “Inventor”) and InventWithUs.com, LLC, (“IWU”) shall be referred to hereafter as “Party” or “Parties.”

2. Purpose

InventWithUs.com LLC (“IWU”) is looking to find, evaluate and market inventions. Inventor is an individual interested in having his or hers invention evaluated and or marketed by IWU.

3. Definitions

As used herein, “Confidential Information” shall mean any and all technical and non-technical information related to or provided by one party to the other, parties in the pursuit of IWU’s business including but not limited to patent(s), and patent applications, trade secret, copyrighted information, website specifications or contents; product pricing information; research, design or development; contemplated new products or services; engineering processes or methods; any titles, themes, stories, treatments, ideas, art work or logos; computer hardware or software; advertising, marketing plans; market research and analyses; personnel and hiring information (including salary, sales commission or bonus data); credit information; sales projections; names, locations of and agreements with vendors, suppliers and strategic business alliance partners; accounting or financial data; licensing arrangements; product pricing information; contemplated new products or proprietary information– ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising,

Identification of Confidential Information. If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labeled as “Confidential” or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

Exceptions to Confidential Information. Each Party’s obligation under this Agreement with respect to any portion of the other party’s Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the “Recipient”) can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the other party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient; (c) it was in the Recipient’s possession free of any obligation of confidence at the time it was communicated to the Recipient by

the other party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party; (e) it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the other party; (f) it was communicated by the other party to an unaffiliated third party free of any obligation of confidence; (g) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement; or (h) it was not legended as Confidential Information of the disclosing party and if disclosed orally or visually, it was not identified as Confidential Information of the disclosing party at the time of such communication .

4. Handling of Confidential Information

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other parties to this Agreement, and will use the Confidential Information for no purpose other than with the other parties to this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

Residual Knowledge, Recipient may enhance its knowledge and experience retained in intangible form in the unaided memories of its directors, employees/contractors and advisors as a result of viewing Discloser's Confidential Information. So long as Recipient complies with Section 4 of this Agreement, Recipient may develop, disclose, market, transfer and/or use such knowledge, experience and intellectual property that may be generally similar to Discloser's Confidential Information, and Discloser shall not have any rights in such knowledge, experience or intellectual property nor any rights to compensation related to the Recipient use of such knowledge, experience or intellectual property, nor any rights in Recipient's business endeavors.

5. Term and Termination

This Agreement shall terminate two (2) years after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of five (5) years. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

6. Warranties

Each party represents and warrants to the other parties that (i) it has the requisite authority to enter into and perform this Agreement, (ii) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms, and (iii) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

7. No Export

Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

8. No Reverse Engineering

Each of the parties agrees that the software programs of the other parties contain valuable confidential information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other party without the prior written consent of the other parties.

9. No Grant of Rights

The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other parties disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other parties.

10. Equitable Remedies

Recipient acknowledges that Recipient’s breach of this Agreement may cause irreparable harm to Discloser for which Discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.

11. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Jurisdiction

IWU consent to the exclusive jurisdiction and venue of the federal and state courts located in Utah or Salt Lake County, Utah, in any action arising out of or relating to this Agreement.

13. Entire Agreement

This is the entire agreement between the parties. It supersedes and replaces any and all prior oral or written agreements between IWU.

IN WITNESS WHEREOF, the parties have executed this Agreement as of [redacted] 2014

X James B. Miller
(InventWithUs.com, LLC)

X _____
(Inventor/Company)