

NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

This agreement entered into between _____
(hereinafter known as **INVENTOR**) and _____
with a primary business address at _____, (hereinafter known as
INTERESTED PARTY) confirms the terms and conditions under which **INVENTOR** intends to and will provide
to **INTERESTED PARTY** proprietary information or material relating to an invention currently on file with the
United States Patent Office on the invention of the _____

(hereinafter known as **INVENTION**) for the review and assessment of interest by **INTERESTED PARTY** for
advertising, developing, manufacturing and/or distributing **INVENTION**, on terms to be established, leading
towards the commercial utilization of such information or material.

INTERESTED PARTY 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 **INTERESTED PARTY** or its affiliates directly or indirectly.
INTERESTED PARTY shall use all reasonable diligence to prevent commercial use or disclosure by
INTERESTED PARTY, except to **INTERESTED PARTY**'s necessary personnel for a period of two (2) years
from the signing of this agreement.

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 **INTERESTED PARTY** from other sources.

Any and all proprietary written material or other information in tangible form received by **INTERESTED
PARTY** 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.

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

Signed: _____ Signed: _____

Printed Name: _____	Printed Name: _____
Title: Inventor	Title: _____
Firm: _____	Firm: _____
Date: _____	Date: _____