

## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“Agreement”) is entered into by and between \_\_\_\_\_,  
a(n) \_\_\_\_\_ (“Disclosing Party”), and inventRight LLC, a Nevada limited liability company (“Receiving Party”), for the purpose of preventing disclosure of the Disclosing Party’s Confidential Information (as defined below).

**1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” refers to the following of the Disclosing Party:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

**2. Exclusions from Confidential Information.** The term Confidential Information shall not include, and Receiving Party’s obligations under this Agreement do not extend to, information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) is already known, developed or learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; (d) is obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality, if any; (e) is required by law to be disclosed; or (f) is disclosed by Receiving Party with the Disclosing Party’s prior written approval.

**3. Obligations of Receiving Party; Use of Confidential Information.** Receiving Party shall hold and maintain the Confidential Information with the same degree of care, but no less than a commercially reasonable degree of care, as the Receiving Party uses to protect the confidentiality of its own confidential information. Receiving Party shall restrict access to Confidential Information to employees, officers, agents and contractors as is reasonably required to carry out the goal(s) of the parties underlying business relationship, and Receiving Party shall be responsible for ensuring such parties comply with the terms of this Agreement, or a similar non-disclosure agreement with terms no less restrictive than the terms hereof. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon written request by Disclosing Party.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as such, pursuant to Section 2 above, or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from the Agreement, whichever occurs first.

**5. Relationship.** Nothing contained in this Agreement shall be deemed to create a partnership, business relationship or joint venture between the parties.

**6. Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**9. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Nevada without resort to conflict of law principles and any action brought to enforce the terms hereof shall be brought in court of competent jurisdiction in Washoe County, Nevada.

**10. Attorneys' Fees.** In the event any action is brought to enforce the terms hereof, the non-prevailing party shall reimburse the prevailing party for its attorneys' fees and costs incurred in prosecuting or defending any such action.

**12. Binding Effect.** This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**13. Miscellaneous.** Each party to this Agreement agrees that the provisions contained herein shall not be construed in favor of or against any party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement, and any rules of construction to the contrary are hereby specifically waived. The terms of this Agreement were negotiated at arm's length by the parties hereto and each party has read and reviewed the provisions of this Agreement and has had, or has had the opportunity to have, separate counsel read and review this Agreement. This Agreement may be executed in counterparts and distributed via facsimile or PDF/email. The persons executing below on behalf of the parties hereby represent and warrant that they have all requisite and necessary power and authority to execute and bind the parties, respectively. Time is of the essence.

[Signature Page to Follow]

The parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**DISCLOSING PARTY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: (if on behalf of entity) \_\_\_\_\_

**RECEIVING PARTY:**

**InventRight LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Stephen Key  
Title: Authorized Signatory

By:   
Name: Andrew Krauss  
Title: Authorized Signatory