

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is entered into by and between _____ (“Disclosing Party”) and inventRight, LLC (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of confidential information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” to be disclosed can be described as and includes:

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. 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) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with the Disclosing Party’s prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. 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 if Disclosing Party requests it in writing.

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 a trade secret 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 constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect 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 Laws principles. Any controversy arising out of the performance of the terms and conditions of this Agreement, or regarding the interpretation of this Agreement, or any terms and conditions of the Agreement shall be submitted to binding Arbitration. The parties are bound, each to the other, by this Arbitration Clause, provided the parties have signed this Agreement or have signed an agreement that incorporates this Agreement by reference, or if the parties sign any other agreement to be bound by this Arbitration Clause.

On the demand of the Arbitrator or any party to the arbitration initiated under this Arbitration Clause, any party bound by this provision agrees to join and become a party and be bound by the Arbitration proceedings.

If any party refuses or neglects to appear at or participate in Arbitration Proceedings, the Arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the parties who do participate. The Arbitrator is authorized to award any party such sums as he considers proper for the time, expense and trouble of arbitration, including arbitration fees and attorney's fees.

Judgment on the award rendered by the Arbitrator or Arbitrators may be entered in any court having jurisdiction thereof.

10. Prevailing Party. In the event of any disputes between the parties arising from or relating to this Agreement, the prevailing party shall be allowed reasonable attorneys' fees and costs incurred in resolving any disputes.

11. Review of Agreement. 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.

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.

DATED this ____ day of _____, 201 ____.

Signature, Disclosing Party

Print Name

Signature, Receiving Party

Print Name

SAMPLE