

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter referred to as "Agreement") is executed on this ----- day of ----- (herein after referred to as "Effective Date"), by and between 247patent.com, a service provider, and ..... who has requested or desires to request services, (hereinafter referred to as "Disclosing Party").

### **Purpose of Non-Disclosure Agreement:**

This Agreement serves to protect Confidential Information (as defined below) and the intellectual property of the Disclosing Party.

### **RECITALS**

**Whereas** 247patent.com is an online patent illustration and patentability studies service provider (hereinafter referred to as "Services") and Disclosing Party is a client who has requested or desires to request Services from 247patent.com;

**Whereas** 247patent.com agrees to provide Services or additional services, as mutually agreed, to Disclosing Party, both parties are now therefore entering into this Agreement in accordance with the provisions below;

**WHEREAS**, 247patent.com will be given access to Disclosing Party's proprietary or Confidential Information while working for Disclosing Party or while having certain business discussions with Disclosing Party, 247patent.com agrees not to use or disclose such Confidential Information except as directed by Disclosing Party; and

**WHEREAS**, Disclosing Party requires assurance from 247patent.com that all Confidential Information disclosed by Disclosing Party to 247patent.com will be kept confidential and will not be wrongfully disclosed or copied.

Disclosing Party possesses competitively valuable Confidential Information regarding its current products, future products, research and development, and general business operations. 247patent.com may enter or has entered into a business relationship with Disclosing Party and in connection therewith may need to use Disclosing Party's Confidential Information to create new Confidential Information for Disclosing Party.

NOW, THEREFORE, In consideration of the promises contained in this Agreement Disclosing Party and 247patent.com agree as follows:

### **1. Confidential Information**

(a) "Confidential Information" shall mean any nonpublic information that Disclosing Party specifically marks and designates as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential, or which 247patent.com creates or produces in the course of performing services for Disclosing Party. "Confidential Information" includes, but is not limited to, drawings, descriptive material, specifications, and information received from others that Disclosing Party is obligated to treat as confidential and other materials and information of a confidential nature,

designated as such by Disclosing Party.

(b) "Confidential Information" shall not include any materials or information which 247patent.com shows:

(i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of 247patent.com ; or

(ii) is legally known to 247patent.com at the time of disclosure by Disclosing Party; or

(iii) is furnished by Disclosing Party to third parties without restriction; or

(iv) is furnished to 247patent.com by a third party who legally obtained said information and the right to disclose it; or

(v) is developed independently by 247patent.com either before or after the term of 247patent.com's engagement as a consultant or independent contractor to Disclosing Party where 247patent.com can document such independent development.

(c) The form of Confidential Information and Intellectual Property may be:

(i) written, electronic or other machine readable form;

(ii) translated from the original, modified, updated, or altered;

(iii) originated or obtained by Disclosing Party.

## **2. 247patent.com agrees to the following Restrictions by Disclosing Party:**

(i) 247patent.com acknowledges that information and intellectual property owned by or developed for Disclosing Party is the exclusive property of Disclosing Party and 247patent.com shall use it only for the purpose authorized by Disclosing Party.

(ii) 247patent.com will not disclose or attempt to disclose any Confidential Information and/or Intellectual Property owned by Disclosing Party except in accordance with judicial or other governmental orders.

(iii) 247patent.com will not use or attempt to use any of Confidential Information and/or Intellectual Property owned by for its own benefit or for the benefit of any other person or entity.

(iv) 247patent.com will not make or take any copies of any of Confidential Information and/or Intellectual Property owned by Disclosing Party, without the consent of Disclosing Party unless required for properly rendering the requested Services.

(v) 247patent.com shall ensure the secure custody of Confidential Information and/or Intellectual Property owned by Disclosing Party and shall take all reasonable precautions to prevent the access and use by, or disclosure to, third parties of such information.

(vi) 247patent.com shall destroy or return any Confidential Information and Intellectual Property to Disclosing Party at the direction of Disclosing Party.

(vii) Confidential Information is and shall remain the sole and exclusive property of Disclosing Party. By disclosing information to 247patent.com , Disclosing Party does not grant any express or implied right to or under Disclosing Party patents, copyrights, trademarks or trade secret information to 247patent.com .

(viii) The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and 247patent.com 's duty to hold Confidential Information in confidence shall remain in effect until Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends 247patent.com notice via e-mail releasing 247patent.com from this Agreement, whichever occurs first.

### **3. Rights and Remedies**

(a) 247patent.com shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by 247patent.com , and shall cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of Confidential Information and prevent further unauthorized use or disclosure.

(b) This Agreement is governed by the laws of the State of Maryland, USA.

(c) 247patent.com acknowledges that monetary damages may not be sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

(d) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

### **4. Miscellaneous**

(a) 247patent.com agrees that it shall adhere to all US Export Administration laws and regulations and shall not export or re-export any information received from Disclosing Party to any proscribed country listed in the US Export Administration Regulations unless properly authorized by both Disclosing Party and the US Government.

(b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by an agreement dated subsequent to the Effective Date explicitly referencing this Agreement.

(c) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Disclosing Party, its agents, or employees but only with the consent of the Disclosing party.

(d) 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 by agreement and mutual consent of both parties, and subject to the provisions set forth in Section 4.(b).

(e)The parties may execute this Agreement in counterparts. Each counterpart shall constitute an original document, and all counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives as of the date first written above.

Disclosing Party

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**247patent.com**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_