

PATENT

SEARCHING SERVICES INC

2640 Pitcairn Road
Monroeville PA 15146

tel 1.888.380.0500
tel 412.373.0787
fax 412.380.0748
url www.patentsearchingservices.com
email inquiries@patentsearchingservices.com

Non-Disclosure Agreement

This Agreement is entered into as of _____ by and between _____
("Inventor") and Patent Searching Services, Inc. are hereinafter referred to collectively as the "Parties" or individually
as a "Party."

1. Purpose

The purpose of this Agreement is to set forth obligations of the above named parties with respect to the use, handling, protection, and safeguarding of Proprietary Information disclosed by Inventor. More specifically, the Proprietary Information of Inventor relating to the invention or inventions.

2. Definition

Proprietary Information is defined as any information relating to the Inventor's invention (including but not limited to data, know-how, formulae, processes, designs, sketches, photographs, prototypes, plans, drawings, specifications, samples, reports, studies, research results, trade secrets) in whatever form, which is related to the subject matter set forth in Article 1 above, and is disclosed or delivered by Inventor to Patent Searching Services, Inc., whether by means of written or oral disclosure or any other method. Such information shall be deemed Proprietary Information subject to the terms of this Agreement.

3. Limitations on use and Disclosure of Proprietary Information

- a. Proprietary Information disclosed by Inventor shall be used by Patent Searching Services, Inc. solely for the purpose of searching patents, and shall not otherwise be used for the benefit of Patent Searching Services, Inc. or others.
- b. Proprietary Information shall not be copied or reproduced by Patent Searching Services, Inc. without the express written permission of the Inventor, except for such copies as may be reasonably required for accomplishment of the purpose stated above.
- c. Proprietary Information shall be disclosed only to the employees of Patent Searching Services, Inc. who have a "need to know" in connection with the purpose stated above, and who additionally agree to the non-disclosure requirements of this Agreement. Any further disclosure of Proprietary Information by Patent Searching Services, Inc. shall be treated as a breach of this Agreement by Patent Searching Services, Inc.
- d. Proprietary Information shall not be disclosed by Patent Searching Services, Inc. to any third party without the prior written consent of the Inventor.

4. Term

This Agreement shall apply to all Proprietary Information disclosed by Inventor to Patent Searching Services, Inc. before or after the date of the Agreement, and the protection afforded by this Agreement for each item of Proprietary Information shall continue for a period of twenty (20) years from the date of disclosure of such item of Proprietary Information. This Agreement shall insure to the benefit of and be binding upon the heirs, successors, affiliates and assigns of the Parties hereto.

5. No Formal Business Obligations or Relationships

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation, commitment or relationship on the part of either Party such as an attorney-client relationship. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties.

6. No License Granted

No license or conveyance of any rights to any inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the disclosure of Proprietary Information to Patent Searching Services, Inc. All Intellectual Property is retained by Inventor.

7. Governing Law

This agreement shall be governed by the laws of Pennsylvania. Any dispute arising from the agreement shall be subject to an action only in the court of Common Pleas of Allegheny County, Pennsylvania, the venue and jurisdiction of the court is agreed to by parties.

AGREED:

Inventor

By: _____

Name: _____

Patent Searching Services, Inc.

By: Todd A. Ray _____

Todd Ray, CEO