

NON-DISCLOSURE UNDERTAKING

Last Updated July 11, 2009

YOU SHOULD CAREFULLY READ THE FOLLOWING PATENT MENTOR UNDERTAKING

This Non-Disclosure undertaking by Patent Mentor, LLC (“Patent Mentor”) is for the sole benefit of the User (“Discloser”) named below and is not transferable to any third party, successor, heir or assign.

RECITALS

A. Whereas Discloser possesses certain ideas and information that is confidential and proprietary to Discloser and Discloser desires to protect the ideas and information that is confidential from unauthorized disclosure or use; and

B. Whereas Patent Mentor is willing to receive disclosure of confidential information pursuant to the terms of this undertaking for the sole purpose of providing mentoring services to the Discloser which requires that Discloser disclose confidential information to Patent Mentor in assisting Discloser to prepare and file a U.S. patent application or other intellectual property document.

NOW THEREFORE, the Patent Mentor agree as follows:

Definition of Confidential Information

Confidential Information in this Agreements is limited to an inventive idea and associated know how provided in writing from the Discloser to Patent Mentor necessary for Patent Mentor to assist Discloser in preparing and filing a U.S. patent application.

Limits on Confidential Information

Confidential Information shall not include information that:

is now or subsequently becomes generally available to the public through no wrongful act of the Patent Mentor;

Patent Mentor had in its possession prior to the disclosure to the Patent Mentor by the Discloser;

is independently developed by the Patent Mentor without direct or indirect use of the Confidential Information;

Patent Mentor rightfully obtains from a third party who has the right to transfer or disclose it; or

is ordered to be publicly released by the requirement of a government agency.

Ownership of Confidential Information

Patent Mentor agrees that all the Confidential Information shall remain the exclusive property of the Discloser and that Discloser may use such Confidential Information for any purpose without obligation to Patent Mentor. Nothing contained herein shall be construed as granting or implying any transfer of rights to Patent Mentor in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

Confidentiality Obligations

Patent Mentor shall:

- a) Not use the Confidential Information in any way except for the purpose set forth above.
- b) Not disclose the Confidential Information to any person not affiliated with Patent Mentor without the express written permission of the Discloser;
- c) Restrict disclosure of the Confidential Information solely to those agents or employees of Patent Mentor having a need to know such Confidential Information in order to accomplish the purpose stated above;
- d) Use at least at least a reasonable degree of care to maintain the information confidential;

Limitation of Liability

PATENT MENTOR SHALL ONLY BE LIABLE FOR DIRECT DAMAGES AS DETERMINED BY A COURT OF COMPETENT JURISDICTION AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH THIS UNDERTAKING.

Miscellaneous

The validity, construction, and performance of this undertaking is governed by the laws of the State of Connecticut, and suit may be brought in State of Connecticut to enforce the terms of this undertaking.

This Agreement is effective as of the date the User successfully registers as a student or mentee of Patent Mentor, LLC and will continue until any patent application in which the Confidential Information is disclosed becomes public or five years, which ever occurs first.

IN WITNESS WHEREOF, Patent Mentor executes this undertaking as of the date the User successfully registers as a student or mentee of Patent Mentor, LLC., and confirmation of registration shall constitute Patent Mentor's acceptance of the undertaking herein.