

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, effective as of the date executed below, is between QuickPatents Inc. (identified above and herein referred to as QP) and the following individual, (herein after referred to as "INVENTOR"):

Inventor Name:

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Inventor Address:

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INVENTOR is the owner of certain valuable rights and proprietary information (hereinafter referred to as "TECHNOLOGY") such as trade secrets, system design, marketing plans, and other data, pertaining to:

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The information covered by this Agreement shall consist of that which is marked "CONFIDENTIAL" or "PROPRIETARY" or which would logically be considered confidential and/or proprietary in view of its relationship to the whole disclosure.

QP is desirous of being informed of the details of the TECHNOLOGY of INVENTOR in order to accomplish the following PURPOSES: to provide intellectual property research and application services by QP. QP acknowledges that certain of the TECHNOLOGY will be made available to QP by INVENTOR and that QP will receive said TECHNOLOGY in confidence.

Accordingly, INVENTOR and QP, in mutual consideration of their respective promises contained herein, agree as follows:

1. INVENTOR, without granting a license or other rights of any kind, agrees to inform QP of the details of the INVENTOR TECHNOLOGY.
2. QP agrees to receive the INVENTOR TECHNOLOGY in confidence; not to use the TECHNOLOGY in any manner other than for the above indicated purpose(s); not to disclose the TECHNOLOGY to any third

parties without the express written consent of INVENTOR; and to return any proprietary physical property such as prototypes within one (1) week when requested by INVENTOR. QP agrees to protect the INVENTOR TECHNOLOGY with the same degree of care that QP normally uses in the protection of its own confidential and proprietary information, but in no case, less than reasonable care.

3. QP shall not be bound hereunder as to any part of the INVENTOR TECHNOLOGY which is either in the possession of QP prior to the time that the TECHNOLOGY is revealed to QP; or is in the public domain at the time it is revealed to QP; or thereafter comes into the public domain through no fault of QP; or is lawfully acquired by QP from a third party.
4. This Agreement shall terminate two (2) years from the date hereof, or upon a full public disclosure of the TECHNOLOGY by INVENTOR, or upon issuance of a U.S. patent on said TECHNOLOGY, whichever occurs first.
5. If INVENTOR provides email addresses and/or fax numbers to QP, INVENTOR is consenting to communications between QP and INVENTOR thereby, and INVENTOR shall hold QP harmless in the event such communications are used or misused by any third party.
6. This Agreement is the only agreement between the parties with regard to the above-identified TECHNOLOGY of INVENTOR and may not be modified except by written agreement executed by each party named herein.
7. INVENTOR agrees to be subject to the personal jurisdiction of all courts within the State of California for purposes of this agreement, and this agreement shall be interpreted according to the laws of the State of California.
8. INVENTOR agrees that electronic "S-Signatures" of INVENTOR captured by the QP web-based system under which this request was made by INVENTOR shall constitute a legally binding signature. INVENTOR acknowledges responsibility to guard and protect the sign-in credentials that will be provided to INVENTOR by the QP web-based system from any third-party.

INVENTOR warrants that no party other than himself will have access to the QP web-based system under the account of INVENTOR, and acknowledges that Internet IP addresses for all transactions will be stored in the system.

9. INVENTOR agrees that telephonic communications with QP may be recorded and that all electronic and facsimile communications will be stored in QPs electronic communications systems archives. INVENTOR acknowledges the risks associated with sending emails to QP that are by nature unprotected and indemnifies QP against all claims arising from INVENTOR's choosing to use email or other electronic communications with QP.
10. Nothing in this Agreement shall be construed to create between the parties

hereto a relationship of partnership, joint venture, or agency, and any such relationship must be created by separate agreement.

11. In the event that any of the provisions of this Agreement shall be held invalid under the laws of the State of California, such invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if not containing the particular provisions or provisions deemed to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.
12. This Agreement shall be binding on the parties hereto, their successors, heirs, assigns, and personal representatives.

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In witness whereof the parties hereto have executed this Agreement as of this      day of     , 20    .

By: \_\_\_\_\_  
Kevin Prince, President, QP

By: \_\_\_\_\_  
Inventor's Signature