



4 Page NON-DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT, made this ____ day of _____ month, 2016, between hereinafter "Disclosing Party, YOU, and hereinafter Licensing Machine (LM) the "Receiving Party". This agreement is in effect after you have submitted the registered idea form from ideaignitions.com, and approved this NDA. By submitting the registered idea form and using the website, YOU agree to be bound by the following terms and conditions. And, acknowledge that you have read and accept all the terms and conditions so we may work with you.

You also acknowledge that you are the owner of the invention information and authorized to submit to us for review and discussion. You acknowledge that by doing so does not infringe on any prior obligations of confidentiality. If YOU choose to work with LM, they may contact YOU as needed for additional information and/or samples/prototypes if applicable. We mutually understand, that LM at time of submission, may be representing an inventor of like product or technology and LM reserves the right to opt-out to avoid any conflicts of interest.

BACKGROUND

YOU wish to discuss with the Licensing Machine, and exchange certain items and information related to business programs, products, applications, systems, components, technologies and business topics (the "Invention") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. **DEFINITIONS**

- 1.1. "**Invention**" shall mean all information relating to business programs, products, applications, systems, components, technologies and business topics.
- 1.2. "**Confidential Information**" shall mean all information provided by YOU with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents. Confidential Information shall also include all information related to the Invention provided by YOU to the LM prior to the signing of this agreement. Confidential Information shall not include any of the following:

- (a) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 - (b) such information which was in the possession by YOU at the time of disclosure that may be demonstrated by business records of the Licensing Machine and was not acquired, directly or indirectly, from YOU; or
 - (c) such information which LM acquired after the time of disclosure from a third party who did not require LM to hold the same in confidence and who did not acquire such technical information from YOU.
- 1.3. **"Disclosing Party"** , YOU, shall mean the party disclosing information to the other relating to the Invention.
- 1.4. **"Receiving Party"** the Licensing Machine, shall mean the party receiving information from the other relating to the Invention.

2. USE OF CONFIDENTIAL INFORMATION

The Licensing Machine agrees to:

- (a) receive and maintain the Confidential Information in confidence;
- (b) examine the Confidential Information at its own expense;
- (c) not reproduce the Confidential Information or any part thereof without the express written consent by YOU.
- (d) not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written consent by YOU.
- (e) limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from YOU to those officers and employees, if any, of the LM staff who have a need to know and an obligation to protect it;
- (f) not use or utilize the Confidential Information without the express written consent by YOU.
- (g) not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by YOU; and
- (h) utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

3. RETURN OF CONFIDENTIAL INFORMATION

All information provided by YOU shall remain your property. The Licensing Machine agrees to return or destroy all Confidential Information to YOU within 21 days of written demand by YOU. When LM has finished reviewing the information provided by YOU and has made a decision as to whether or not to work with YOU, LM shall return all information to YOU without retaining any copies.

4. NON-ASSIGNABLE

This agreement shall be non-assignable by LM unless prior written consent by YOU. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

5. GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of New Jersey USA, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

6. No License

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

7. Binding Nature of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Provisions Separable

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

9. ENTIRE AGREEMENT

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

10. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted by the Commercial Division of the American Arbitration Association and in accordance with the rules thereof, or in any other convenient forum agreed to in writing by the parties. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the Confidential Information.

11. Costs and Expenses

Each of the parties hereto shall bear their own costs and expenses incidental to the negotiation of and to the preparation and carrying into effect of this agreement.

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

YOU

Licensing Machine Authorizing Party

By: _____

By: _____