

NON-DISCLOSURE/NON-COMPETE AGREEMENT AND UNCONDITIONAL WAIVER AND RELEASE FOR INVENTORS ASSISTANCE LEAGUE SERVICES

By becoming an IAL member and subscribing to any of our service, you agree to the following **NON-DISCLOSURE/NON-COMPETE AGREEMENT AND UNCONDITIONAL WAIVER**.

For the purposes of this document “we”, “us”, and “contractors” refer to the The Inventors Assistance League (including ALL of its staff, Board of Directors members, officers, contractees, and partners). “Applicant”, “inventor”, “contractor”, “inventor”, and “person having the idea” (or similar verbiage) all refer to the person wishing services from us and signing this waiver. Plural verbiage may be used to describe the signatories or their representatives.

Upon signing up for and paying for Inventors Assistance League (IAL) services you agree to the terms and conditions of this “Non-Disclosure/Non-Compete Agreement (NDA/NC) and Unconditional Waiver And Release”. We then will start the service. **ALL correspondence, including the exchange of documents is by email.** We do NOT use snail mail or fax. All descriptions must be in editable form (Open Office, Word, PDF, etc.), NOT in image format (as in GIF, JPEG, TIFF, etc.).

NON DISCLOSURE AND NON CIRCUMVENT AGREEMENT (NDA/NC)

Covering All Invention Information

This Non Disclosure and Non Circumvent Agreement ("Agreement") – NDA/NC - is entered into as of the date below by and between The Inventors Assistance League (including ALL of its staff, Board of Directors members, officers, contractees, and partners) (“Receiving Party”); and

Purchaser of IAL Service
. (the “Disclosing Party”).

WHEREAS, Disclosing Party and Receiving Party are engaged in discussions in contemplation of, or in furtherance of, a business relationship; and

WHEREAS, in order to induce Disclosing Party to disclose valuable, confidential, proprietary and trade secret information, hardware and software (“Confidential Information”) during such discussions, Receiving Party agrees to accept such information in accordance with and under the restrictive covenants, terms, and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the premises contained herein, it is hereby agreed as follows:

- **DISCLOSURE OF CONFIDENTIAL INFORMATION**

As used in this Agreement, “Confidential Information” includes any information, data, products or prototypes of products disclosed by Disclosing Party to the Receiving Party and which concerns the management and business of Disclosing Party, the business relationships and affairs of the Disclosing Party and its clients, the internal policies and procedures applicable to the Disclosing Party’s personnel and the formulation of investment strategies and policies. It also includes displays, designs, descriptions, procedures,



formulas, discoveries, inventions, specifications, drawings, sketches, models, samples, codes, improvements, concepts, ideas and past, present and future research, development, business activities, products or services that are proprietary to the Disclosing Party or to a third party to whom the Disclosing Party has a duty of confidentiality as well as any additional information the Disclosing Party may also designate as Confidential Information either orally or in writing. Such Confidential Information is covered by this Agreement whether or not it is disclosed to Receiving Party in written form and whether or not marked "Confidential" or, disclosed orally.

The initial Confidential Information to be disclosed by the Disclosing Party includes financial and business information and plans relating to an idea that the Disclosing Party wishes to be an invention.

- **CONFIDENTIALITY COVENANTS**

Receiving Party agrees to accept and receive Disclosing Party's Confidential Information under a covenant of confidentiality, establishing a fiduciary relationship between Disclosing Party and Receiving Party, in regard to the Confidential Information. Furthermore, Receiving Party hereby agrees to maintain and safeguard Disclosing Party's Confidential Information in the strictest of confidence (in a manner no less stringent than the measures they use for their own Confidential Information), using Confidential Information solely and exclusively for the purpose of evaluating the commercial potential, or furtherance of, a business relationship with Disclosing Party.

Receiving Party will not directly or indirectly use, take advantage of, or allow anyone to use or take advantage of, the Confidential Information for their own separate interests, or to compete against the Disclosing Party in any enterprise of a comparable or similar nature. Under no circumstances shall the Receiving Party or its employees or consultants make copies of the Disclosing Party's Confidential Information or remove such Confidential Information from their business premises without written permission.

3. CONFIDENTIALITY COVENANTS -- EXEMPTIONS

Confidential Information shall not include information that (i) is or becomes available to the public other than by disclosure by the Receiving Party in violation of this Agreement; (ii) was demonstrably known to Receiving Party previously with no obligation to hold it in confidence; (iii) is independently developed by either party without recourse to the Confidential Information, or (iv) was rightfully obtained by either party from a third party without an obligation of confidentiality.

4. MATERIALS SHALL REMAIN PROPERTY OF DISCLOSING PARTY

All materials, including, without limitation, documents, displays, drawings, models, presentations, apparatus, sketches, designs and lists furnished to Receiving Party by Disclosing Party in furtherance of this Agreement shall remain the property of Disclosing Party. Upon written notice of termination from the Disclosing Party, the Receiving Party shall, as requested by the Disclosing Party, immediately return all Confidential Information to Disclosing Party or destroy such materials and all copies thereof. This Agreement does not grant Receiving Party any license to use Disclosing Party's Confidential Information

5. NON-CIRCUMVENT

Receiving Party may not contact any third-party individual or entity described or mentioned in Disclosing Party's Confidential Information, or disclosed by introduction or otherwise, without the express written permission of the Disclosing Party. The direct contact of such third parties by Receiving Party or direct dissemination by Receiving Party of any Confidential Information to third parties without the written



consent of Disclosing Party shall be a material breach of this Agreement

6. TERM

Disclosing Party may terminate this Agreement at any time by sending written notice to the Receiving Party, such notice to be immediately effective upon receipt. Upon termination of this Agreement, Receiving Party shall cease to use Disclosing Party's Confidential Information and shall comply with Article 4 within twenty (20) days of the date of termination. Upon the request of Disclosing Party, an officer of Receiving Party shall certify that Receiving Party has complied with its obligations in this Section. Notwithstanding the termination of this Agreement, Receiving Party's obligations as set forth in Article 2 and 5 shall survive until such time as the Confidential Information becomes publicly known.

7. GENERAL PROVISIONS

(a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of California. Receiving Party agrees that the breach of the provisions of this Agreement by Receiving Party will cause Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Disclosing Party will, therefore, be entitled to obtain timely injunctive and other equitable relief to protect Disclosing Party rights under this Agreement in addition to any and all other remedies available at law.

(b) Neither party may assign its rights under this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

(c) Any public announcement regarding the relationship between the parties or developments involving the parties shall be made only following consultation between the parties and joint approval of the timing and content of such public announcement, such approval not to be unreasonably withheld or delayed.

(d) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Agreement as of the Effective Date.

(e) The individuals executing this Agreement on behalf of the parties, do each hereby represent and warrant that they respectively have been and are on the date of this Agreement duly authorized by all necessary appropriate entity action to execute this Agreement on behalf of their respective principals.

The parties shall be responsible for the acts of their officers, employees, subcontractors or agents to whom Confidential Information or any portion thereof has been disclosed, and the parties further guarantee the full and substantial performance by their officers, employees, subcontractors and agents of the terms and conditions of this Agreement.

(f) This agreement is in force for the lifetime of the Receiving Party.



Waiver

By signing this document the undersigned inventor as disclosing party described in the NDA, above, agrees that:

- Having a service done is mandatory in a specific order for the person to continue the invention process through us. That order is: evaluation, patent search, protection (provisional application for patent, commonly referred to as “Provisional Patent Application”, or “PPA”), and subsequent marketing steps. Such levels of assistance may include consulting, the preparation of diagrams (or illustrations, or figures), providing references, and other services. While it is not required for us to do any phase or steps within a phase (EVALUATION-PROTECTION-MARKETING) of the invention process, all steps need to be done in their specific order and according to the criteria set forth in our documents, the first one being “Pre-search info and evaluation”. After the evaluation is done, a description of your idea must be provided. We will determine if the description is adequate for a patent search and so advise you. As a reminder, the three ordered phases are: EVALUATION-PROTECTION-MARKETING.
- We take no responsibility for the fact that prior art may be found later or that the invention may not be patentable.
- If we do a search for novelty, there is no guarantee of that idea's or invention's novelty or patentability, and the results of any search are not necessarily to be considered a legal opinion of patentability. There may be prior art; and any search is to be considered only a general one and obtaining an academician's sense of what similar ideas/inventions may exist. Otherwise stated, the evaluation is just that, a brief search done by an academician who is not necessarily a specialist in the area being searched. It is not necessarily a search that would be done by a professional patent searcher. Neither can an opinion be given as to patentability. There is no claim of reliability or thoroughness.
- We evaluate an idea using U.S. Patent and Trademark Office (USPTO) criteria:

What can be patented – utility patents are provided for a new, nonobvious and useful:

- Process
- Machine
- Article of manufacture
- Composition of matter
- Improvement of any of the above

Note: In addition to utility patents encompassing one of the categories above, patent protection is available for (1) ornamental design of an article of manufacture or (2) asexually reproduced plant varieties by design and plant patents.

What cannot be patented:

- Laws of nature
- Physical phenomena
- Abstract ideas
- Literary, dramatic, musical, and artistic works (these can be Copyright)



protected). Go to the [Copyright Office](#) .

Also, inventions which are:

- Not useful (such as perpetual motion machines); or
- Offensive to public morality

Inventions must also be:

- Novel
 - Nonobvious
 - Adequately described or enabled (for one of ordinary skill in the art to make and use the invention)
 - Claimed by the inventor in clear and definite terms
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- If the evaluation results in a positive opinion of the idea, the signatory of this document will refer you to a professional patent searcher for the second part of the evaluation phase – novelty search. Contractual terms with that agent are independent of us, and we take no responsibility for that search or its results.
 - The risks of having anyone but a licensed attorney do searches or give patentability opinions are understood by this document's signatory before the evaluation or evaluation activity begins.
 - It is understood that if the signatory of this waiver does not reply to a communication from us after a week, it will assumed that the signatory has nothing further to say, and the case will be marked "closed" permanently with no return of funds.
 - After an elapsed time of two weeks of purchasing an IAL service, if we do not get at least an adequate description of the invention, your case will be marked as closed permanently with no return of funds, the reason being that there is no description available for your idea.
 - A set of instructions on how to prepare drawings, describe the invention, and other questions are sent to the applicant (the one having the idea). A repeated refusal or inability to follow the instructions or answer the questions - a maximum of three emails - will close the case permanently with no return of funds.
 - Submitting a PPA with the description prepared by us does not guarantee that a patent will be issued later, nor can it be said that its quality will be that matching that of any attorney. It may be the case, in fact, that the description may be cause for a non-provisional application for patent to be rejected or otherwise be compromised. On the other hand, this can be said of any application, as it is the United States Patent and Trademark Office (USPTO) that makes at least the penultimate decision as to patentability, with the U.S. Supreme Court being the final arbitrator.
 - It is the responsibility of the inventor or her/his agents to file the PPA with the USPTO or to contract with us to do so.
 - The obligations of the evaluation preparer end after 30 days from the date the contractee (one for whom the service is being prepared) has been sent an e-mail with the 1) evaluation results, 2) search results, or 3) PPA Acknowledgement and Receipt from the USPTO.
 - The contractee agrees to the terms of this waiver and the non-disclosure agreement by purchasing a service from IAL.



- The one purchasing IAL services is over 18 years of age or the parent/guardian is the purchaser.
- This waiver is in force before the activity is scheduled to begin.

FURTHERMORE:

As consideration for the Inventors Assistance League (IAL) to perform services, contractee forever releases the IAL, and respective directors, officers, employees, volunteers, agents, contractors, partners, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for any losses, liability, claims, demands, or damages on any account related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee (contractor), or the condition of the premises where these activities occur, or equipment used in such activity, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any Releasee may incur as a result of such claim. Further, I will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW (This does not include the non-disclosure agreement., NDA) AND A CONTRACT BETWEEN MYSELF AND CONTRACTOR AND PURCHASE OF IAL SERVICES, AND SUBSEQUENT AGREEMENT TO THESE DOCUMENTS IS OF MY OWN FREE WILL. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT (both Waiver and NDA) IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have caused this NDA and Waiver to be in effect as of the day and year written below.



**Jeremy Horne, Ph.D., Receiving Party
CEO of IAL**

**21 January 2016
Execution Date**

Payment for services by contractee evidences contractee's agreement to this NDA/NC and Waiver, the effective date being that on which services are paid.

