

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made by \_\_\_\_\_, (hereinafter "RECIPIENT"), having an address at \_\_\_\_\_, for the benefit of General Inventions, LLC (hereinafter "DISCLOSER"), having an address at 308 South Franklin St., Holbrook, MA 02343. This agreement shall be considered a mutual agreement and therefore whatever binds or empowers the recipient binds or empowers DISCLOSER regarding information received by recipient from DISCLOSER and/or by DISCLOSER from Recipient.

In consideration of DISCLOSER's willingness to disclose, whether orally or in writing or other tangible form, Confidential Information (as defined below) to RECIPIENT, and in recognition of the confidential and proprietary nature of such Confidential Information, and for such other good and valuable consideration the sufficiency of which is hereby acknowledged, RECIPIENT agrees as follows:

1. Definitions. As used in this Agreement:

The term "Confidential Information" shall mean all data, documents, materials, trade secrets, technology, know-how, concepts, plans, forecasts, disclosures or applications, and any models, techniques, processes, software, hardware, or products, business relationships and/or contacts relating to DISCLOSER and DISCLOSER's and/or its affiliates' inventions, business model, activities and strategies, products, marketing and sales objectives and strategies, businesses or prospective businesses and any other information which DISCLOSER or its affiliates protect against unrestricted disclosure to others, including any of the foregoing obtained by or which become known to RECIPIENT through disclosure by DISCLOSER, its affiliates or representatives communicated to Recipient at any time, past, present or future. For the purposes of clarity, this Agreement and the relationship between the parties hereto shall be considered Confidential Information.

2. Protection of Confidential Information.

RECIPIENT agrees, with respect to any Confidential Information:

- (a) To receive and hold all Confidential Information in strictest confidence;
- (b) Not to disclose any Confidential Information to any other person, unless such party has signed a mutual non-disclosure/non-compete agreement with DISCLOSER or RECIPIENT prior to such disclosure; and
- (c) To use the Confidential Information only for the limited purpose (and for no other purpose) of advisement of DISCLOSER or its affiliates, or entering into a potential employment or consulting or cooperative arrangement with DISCLOSER.
- (d) to make every effort possible to ensure any and all information DISCLOSER has provided you from our inventors is kept confidential, private and out of the reach of any person(s) who might try to use it in any way that would deprive our inventors of any value or benefits of their invention or idea.
- (e) To not use any information DISCLOSER has provided you for profit or gain unless it is authorized in writing by our inventor who provided the information to DISCLOSER

- (f) RECIPIENT also agrees to refrain from using any information derived from DISCLOSER for any purpose, including but not limited to for profit activities, without the express written approval of DISCLOSER.

3. Limitations.

The foregoing shall not apply to any Confidential Information which:

- (a) Is or becomes part of the public domain through no fault of RECIPIENT;
- (b) Is received from a third party which is under no obligation of confidentiality to DISCLOSER or its affiliates, as documented by competent written records;
- (c) Was known by RECIPIENT prior to the date of any disclosure by DISCLOSER, and such prior knowledge can be demonstrated by RECIPIENT to DISCLOSER's reasonable satisfaction; or
- (d) Is required to be disclosed pursuant to court or governmental action; provided that DISCLOSER is notified promptly of any such disclosure requirement and, after all reasonable remedies for maintaining the Confidential Information in confidence have been examined, is afforded the opportunity, to the extent practicable, to dictate the manner and timing of any such disclosure.

4. Survival of Obligations.

The term of this Agreement shall be ten (10) years from the date of execution by RECIPIENT. RECIPIENT's obligations of confidentiality, nondisclosure and non-use with respect to Confidential Information shall survive any expiration, termination or cancellation of this Agreement, or the termination or discontinuation of any negotiations or discussions between the parties for a period of ten (10) years from the date of last disclosure made hereunder. **RECIPIENT understands and acknowledges that Discloser represents inventors and their confidential information and that the right to enforce the privacy obligations in this agreement is extends to those inventors.**

5. Ownership; Return of Confidential Information.

Confidential Information shall remain the exclusive property of DISCLOSER and its affiliates, and all Confidential Information, in any tangible form, including any copies, extracts or summaries thereof, and any exhibits or appendices thereto, shall be promptly returned to DISCLOSER upon DISCLOSER's request, and RECIPIENT shall make no further use of the Confidential Information. Any inventions or discoveries arising from the use of Confidential Information disclosed to RECIPIENT hereunder shall be owned exclusively by DISCLOSER and RECIPIENT shall disclose and assign any such inventions and discoveries to DISCLOSER promptly. Any improvements to said confidential information (such as product or plan improvements) made by or conceived of by RECIPIENT shall be the property of DISCLOSER and RECIPIENT and DISCLOSER and RECIPIENT shall share in the benefit of such improvements if there arises any such benefit. *Any inventions, discoveries or improvements ("Derived IP") arising from the use of Confidential Information disclosed to RECIPIENT hereunder shall be disclosed to DISCLOSER. The RECIPIENT shall not attempt to*

*commercialize such inventions and discoveries with any entity other than DISCLOSER. The RECIPIENT shall not use Derived IP to prevent or otherwise impede DISCLOSER from commercializing its own Confidential Information. It is further understood that any contacts either party has with any inventor or any company integral to them doing business profitably and/or successfully shall remain the contacts of said party and the other party shall not pursue or establish any relationship with said contacts for 3 years after termination of this agreement.*

6. No License.

No rights or licenses, expressed or implied, are hereby granted to RECIPIENT under any copyrights, trademarks, or trade secrets of DISCLOSER or its affiliates as a result of or related to this Agreement. Nothing contained in this Agreement shall be construed, by implication or otherwise, to obligate any party hereto to enter into any further agreements or commitments regarding or relating to the Confidential Information or otherwise.

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts without regard to any conflicts of laws provisions which would designate laws of an alternative jurisdiction.

8. Representations and Warranties.

RECIPIENT represents and warrants that he/she/it has all necessary right and power to enter into and perform this Agreement and that his/her/its execution and performance hereof does not and will not violate or conflict with any agreement or obligation (whether express, implied or by operation of law) with any party.

9. Injunction.

RECIPIENT acknowledges and agrees that any violation of the terms of this Agreement relating to the disclosure or use of Confidential Information may result in irreparable injury and damage to DISCLOSER and/or its affiliates not adequately compensable in money damages and for which DISCLOSER will have no remedy at law. RECIPIENT therefore consents and agrees that DISCLOSER may seek to obtain such injunctions, orders or decrees as may be necessary to protect the Confidential Information.

10. **Non-Compete:**

Recipient shall not either for its benefit, or for the benefit of any third party, make, use, sell, distribute, promote or in any other way commercially compete with Client's Proprietary Technology that is the same, substantially the same or could be reasonably deemed to be confusingly similar to the Proprietary Technology.

IN WITNESS WHEREOF, this Agreement has been executed by RECIPIENT and/or RECIPIENT's duly authorized representative (as applicable) on the date set forth below.

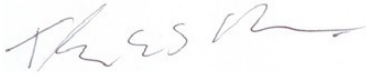
RECIPIENT:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title (if applicable):



By: \_\_\_\_\_

Thomas E. S. Haskins  
President & CEO  
General Inventions, LLC