



INVENTION CONFIDENTIALITY AGREEMENT

Last updated on June 23, 2011.

Inventor Institute Inc. (hereinafter “Inventor Institute”, “We”, or “Us”) has created this Invention Confidentiality Agreement (hereinafter this “Invention Confidentiality Agreement”). The purpose of this Invention Confidentiality Agreement is to inform you (hereinafter “You”, “Your”, or “Yourself”) as a purchaser and/or user of products and/or services offered by Inventor Institute that require You to disclose to Inventor Institute certain information related to an invention, innovation, product, process, idea, or other intellectual property owned by You (such information is hereinafter referred to as “Invention Information”) of the terms and conditions that govern Our use and disclosure of Your Invention Information. You should consult with qualified legal counsel before disclosing any of Your Invention Information to Us to ensure that Your intellectual property rights are adequately protected. Do not submit any Invention Information to Us without first agreeing to and accepting the terms and conditions of this Invention Confidentiality Agreement. If You submit any Invention Information to Us without first agreeing to and accepting this Invention Confidentiality Agreement, such Invention Information will be deemed non-confidential and may be destroyed without notice to You.

By agreeing to and accepting this Invention Confidentiality Agreement as part of Your purchase and/or use of the Products and/or Services offered by Inventor Institute, You acknowledge that You understand, agree to, and accept, without limitation or qualification, all of the following terms of this Invention Confidentiality Agreement without modification:

- 1) You represent and warrant that You are the exclusive owner of any Invention Information disclosed to Inventor Institute by You.
- 2) Inventor Institute will hold in confidence all Invention Information disclosed to Inventor Institute by You and will employ reasonable and current technical and organizational security methods to prevent unauthorized access or disclosure of such Invention Information.
- 3) Inventor Institute will not disclose any Invention Information disclosed to Inventor Institute by You to any employee or third party without Your prior consent, except to (a) Our employees or third parties who furnish products or services necessary to provide You with the products and/or services purchased and/or used by You from Us, but only if such employees or third parties agree to comply with this Invention Confidentiality Agreement and not use such information for any other purpose; or (b) in the event that Inventor Institute sells or is contemplating selling all or a portion of its business or assets, Inventor Institute reserves the right to disclose and/or transfer such information to the purchaser or prospective purchaser in connection with such acquisition, provided that such purchaser or prospective purchaser agrees to comply with this Invention Confidentiality Agreement.
- 4) Inventor Institute will not use any Invention Information disclosed to Inventor Institute by You for any reason other than in connection with providing the Inventor Institute products and/or services purchased and/or used by You.
- 5) Inventor Institute’s obligations under this Agreement shall not apply to any Invention Information disclosed to Inventor Institute by You that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to Inventor Institute prior to its receipt from You; (c) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (d) Inventor Institute becomes legally obligated to disclose to a governmental entity with jurisdiction over it; provided, however, that Inventor Institute will give You prompt written notice of such obligation to allow You to seek a protective order or other appropriate remedy to prevent any such disclosure and, in the event that You cannot prevent the disclosure, Inventor Institute will disclose only that portion of such information which Inventor Institute is advised by written opinion of counsel that Inventor Institute is legally required to furnish and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded such information. Such notice to You must include, without limitation, identification of the information to be so disclosed and a copy of the order.
- 6) For purposes of clarification, Invention Information does not include Personal Information or Traffic Data as such terms are defined in Our Privacy Policy. The collection, use, and disclosure of Personal Information and Traffic Data are governed by Our Privacy Policy alone and not by this Invention Confidentiality Agreement.
- 7) You hereby acknowledge that You have read the Inventor Institute’s Privacy Policy available at <http://www.myinventionscore.com/page/privacy> and agree to its terms.
- 8) You hereby acknowledge that You have read the Inventor Institute’s Terms of Service available at <http://www.myinventionscore.com/page/terms> and agree to its terms.